

AGENDA
VANCE COUNTY BOARD OF COMMISSIONERS
July 2, 2018

Invocation

Pastor Carolyn Roy
Plank Chapel United Methodist Church

Special Recognition - County Employee Litter Sweep Participants

**Composite Board to Reappoint Member and Chair
to the Vance County ABC Board**

1. **Public Comments** (for those registered to speak by 5:45 p.m. - each speaker is limited to five minutes)
2. **Public Hearing** **Angie Blount, County Planner**
Text Amendments to Zoning Ordinance
3. **Public Hearing** **Angie Blount, County Planner**
Text Amendment to Subdivision Ordinance
4. **Appointment** **Stephanie Harmon, Council of Governments**
Update on Vance County DOT Projects
5. **Water District Board**
 - a. **Monthly Operations Report**
6. **Committee Reports and Recommendations**
 - a. **Public Safety Committee**
 - Fire Service Restructure
 - EMS Matters
7. **County Manager's Report**
 - a. **Uniform Guidance - Procurement Policy Amendment**
 - b. **Duke Energy - Energy Saver Program**
8. **Consent Agenda Items**
 - a. **Tax Refunds and Releases**
 - b. **Ambulance Charge-offs**
 - c. **Monthly Reports**
9. **Miscellaneous**
 - a. **Appointments**
 - b. **NCACC Voting Delegate**
10. **Closed Session**
 - a. **Contract Negotiation**

ABC Composite Board

ABC Board Appointments
July 2, 2018

Arnold Bullock has submitted a letter requesting to be reappointed to the ABC Board for a three year term. Nancy Wilson has requested to be reappointed as chair for a one year term.

VANCE COUNTY ALCOHOLIC BEVERAGE CONTROL BOARD

P.O. BOX 1417

HENDERSON, NC 27536

MRS. NANCY F. WILSON
Chairman

DAVID W. PARHAM
Supervisor

JUN 15 2018

MEMBERS

MS. ANDREA L. HARRIS
PAUL J. STAINBACK
MS. ANNE TUCKER
ARNOLD BULLOCK

June 12, 2018

To: The Vance County Board of Commissioners
Eddie Ellington, Mayor of the City of Henderson
Ms. Darlynn Oxendine, Chairperson of the Vance County Board of Education

I am submitting my name for your consideration for re-appointment to the Vance County Alcoholic Beverage Control Board for another three-year term. The Vance County ABC Board is responsible for planning and building one of the most modern ABC stores in North Carolina.

Sales at the new store continue to increase each year.

I look forward to continue serving on the Vance County ABC Board and to its efficient operation. I appreciate your continuing support.

Sincerely,


Arnold Bullock

May 16, 2018

Vance County Board of Commissioners,

Re: Vance County Alcohol Beverage Control Board Reappointment

I am submitting my name for your consideration for reappointment as a board member and chairperson to the Vance County Alcoholic Beverage Control Board for another three-year term. The Vance County ABC Board continues to be one of the most efficient and profitable in the North Carolina system. I am one of the sitting board members responsible for planning and overseeing the building of the Vance County ABC Store. Sales at the new store continue to increase each year and the staff operates the facility according to the guidelines of the North Carolina State ABC System.

I would like to continue serving as a board member and chairperson on the Vance County Alcoholic Beverage Control Board. Please recognize my experience, meeting attendance and understanding the operation of the board. It has been a pleasure working with and serving the system. Please consider my request for re-appointment.

Thanking you for your consideration,

Nancy F. Wilson

Kelly Grissom

From: Ellington, Eddie <eellington@ci.henderson.nc.us>
Sent: Monday, June 11, 2018 10:38 AM
To: Kelly Grissom
Subject: Re: Appointments to ABC Board

Good Morning Kelly,

I am for re-appointment of both Nancy Wilson & Arnold Bullock. With Nancy Wilson as Chair. Any questions please call or email. Hope you have a good week.

Thank You,

Eddie Ellington

Mayor

City of Henderson

[134 Rose Avenue](#)

[P.O. Box 1434](#)

[Henderson, NC 27536](#)

Tel: [252-430-5708](#)

<http://www.ci.henderson.nc.us/>

AGENDA APPOINTMENT FORM

July 2, 2018

Public Hearing: Text Amendment to Zoning Ordinance

Request of Board: Approve Text Amendment



DEPARTMENT OF PLANNING & DEVELOPMENT

PLANNING STAFF REPORT
STAFF PROJECT CONTACT: Angie Blount

Planning Board 06/14/18
BOC 07/02/18

EXPLANATION OF THE REQUEST

Legislative update – Zoning Ordinance Text Amendment – Section 1, 1.5, B – to strike (5) from the sufficient evidence accepted to prove Bona Fide Farm status.

Legislative update – Subdivision Ordinance Text Amendment – Article Two, add Section 201.1.5 – Estate Division as an Exemption to subdivision.

Zoning Ordinance Text Amendment – Section four, section 4.12 – Accessory Structures/Buildings (A)

IMPACTS

Legislative Update – Bona Fide Farm – This amendment will drop the USDA Farm ID number from being used to prove Bona Fide Farm status. A USDA farm ID number generally runs with the land and does not prove the landowner is engaged in profitable farm operations. In order to exempt a structure from zoning and building regulations, a person will need to prove Bona Fide Farm status. The remaining four items better prove that an income is being derived from the property as a Bona Fide Farm.

Legislative Update – Estate Division – This amendment adds divisions done as part of the settlement of an estate to the states definition of Exemption from Subdivision regulations.

Text Amendment – Accessory Structures – This amendment will better address the placement of accessory structures. Currently the ordinance allows one for 20,000 sq. ft. lots, and one at each additional 20,000 sq. ft., the first one not to exceed 1000 sq. ft., the ones there after may not exceed 1200 sq. ft. Potentially someone with an acre and a half could have three structures on their property, none which exceed 1200 sq. ft., but would not be allowed one larger structure that could take the place of all three. This ordinance will also clarify the location on a lot where accessory structures may be located.

STAFF COMMENTS

The proposed legislative update text amendments have been approved by the General Assembly and signed by the governor in 2017. Vance County now needs to adopt through our process and update our ordinance.

The proposed text amendment to the VC Zoning Ordinance dealing with Accessory structures will simplify the process for homeowners wishing to establish an accessory structure by allowing structures not based on square footage, but by impervious coverage maximums per zoning district. The amendment will also detail the location of proposed structures

PLANNING BOARD RECOMMENDATION:

The Planning Board recommended for approval the legislative updates to the Vance County Zoning and Subdivision Ordinance for Bona Fide Farm, removal of USDA number as evidence to establish Bona Fide Farm Status, and adding Estate Division to the list of exceptions to the Subdivision Ordinance. The board also approved the amendment to the Zoning Ordinance regarding Accessory Structures. 05/10/2018

This case is being brought back before the Planning Board 06/14/2018 to amend the wording. The Planning Board approved the rewording of the Legislative updates regarding Bona Fide Farm. List of evidence, Zoning Ordinance and adding Estate Division to the exceptions from the Subdivision Ordinance. The board also recommended for approval the rewording of the amendment to the Zoning Ordinance regarding Accessory Structures. 06/14/2018

VANCE COUNTY

ORDINANCE AMENDING THE VANCE COUNTY ZONING ORDINANCE TO CLARIFY PROVISIONS IN RESPONSE TO APPROVED SESSION LAW 2017-108 (HOUSE BILL 615)

WHEREAS, The North Carolina General Assembly approved Senate Bill 615 (Session Law 2017-108) which provided changes to the agricultural zoning exemptions;

WHEREAS, The Vance County Planning Board has reviewed the proposed amendment to the Vance County Zoning Ordinance and has provided a recommendation for their approval.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that:

- A. The Vance County Zoning Ordinance be amended as follows(deletions as ~~striketroughs~~, additions shown as underlined text):

- 1) AMEND section 1.5 BONA FIDE FARMS as per Session Law 2017-108, house bill 615 as follows:

- B. For purposes of determining whether a property is being used for bona fide farm purposes, N.C. G.S. 153A-340, as amended, recodified or replaced, shall control. ~~any of the following shall constitute sufficient evidence that the property is being used for bona fide farm purposes:~~

NOTE: For ease of reference for our citizens, the following constitute sufficient evidence that the property is being used for bona fide farm purposes. *Please verify these prior to proceeding with activity.*

- a. A farm sales tax exemption certificate issued by the Department of Revenue.
- b. A copy of the property tax listing showing that the property is eligible for participation in the present use value program pursuant to G.S. 105-277.3.
- c. A copy of the farm owner's or operator's Schedule F from the owner's or operators most recent federal income tax return.
- d. A forest management plan.
- e. ~~A Farm Identification Number issued by the United States Department of Agriculture Farm Service Agency.~~

- B. The above amendments are effective upon adoption of this ordinance.

Adopted this 2nd day of July, 2018

ATTEST:

Thomas S. Hester Jr., Chairman
Vance County Board of Commissioners

Kelly H. Grissom
Clerk to the Board

VANCE COUNTY

ORDINANCE AMENDING THE VANCE COUNTY ZONING ORDINANCE REGARDING THE PLACEMENT AND SIZE OF ACCESSORY STRUCTURES.

WHEREAS, The Vance County Department of Planning and Development have initiated a change in the zoning ordinance to simplify the placement of accessory structures on residential lots.

WHEREAS, The Vance County Planning Board has reviewed the proposed amendment to the Vance County Zoning Ordinance and has provided a recommendation for their approval.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that:

- A. The Vance County Zoning Ordinance be amended as follows(deletions as strikethroughs, additions shown as underlined text):

- 1) AMEND Article Four, Section 4.12.

4.12 ACCESSORY STRUCTURES/BUILDINGS

Only one accessory structure/building (separate and free standing of the principal building) shall be permitted on lots less than twenty thousand (20,000) square feet and shall not exceed one thousand (1,000) square feet in size. Larger lots are allowed an extra accessory building/structure for each additional twenty thousand (20,000) square feet and shall not exceed one thousand two hundred (1,200) square feet in size provided that such accessory buildings/structures are a minimum of thirty (30) feet apart from any other secondary building/structures. Accessory structures/buildings shall not be placed any closer to the front right of way than any portion of the dwelling. For all lots facing on more than one road, all accessory structures shall meet the front setback requirements for each road right of way. A survey showing all improvements and proposed improvements shall be presumptive evidence of compliance with this section.

- B. The above amendments are effective upon adoption of this ordinance.

Adopted this 2nd day of July, 2018

ATTEST:

Thomas S. Hester Jr., Chairman
Vance County Board of Commissioners

Kelly H. Grissom
Clerk to the Board

Section 1 Legal Provisions

Section 1.5 BONA FIDE FARMS EXEMPT

A. The provisions of this Ordinance shall not apply to bona fide farms. For purposes of this ordinance, the terms "agriculture", "agricultural", and "farming" refer to all of the following:

1. The cultivation of soil for production and harvesting of crops, including but not limited to fruits, vegetables, sod, flowers and ornamental plants.
2. The planting and production of trees and timber.
3. Dairying and the raising, management, care, and training of livestock, including horses, bees, poultry, and other animals for individual and public use, consumption, and marketing.
4. Aquaculture as defined in N.C.G.S. 106-758.
5. The operation, management, conservation, improvement, and maintenance of a farm and the structures and buildings on the farm, including building and structure repair, replacement, expansion, and construction incident to the farming operation.
6. When performed on the farm, "agriculture", "agricultural", and "farming" also include the marketing and selling of agricultural products, agritourism, the storage and use of materials for agricultural purposes, packing, treating, processing, sorting, storage, and other activities performed to add value to crops, livestock, and agricultural items produced on the farm, and similar activities incident to the operation of a farm.
7. A public or private grain warehouse or warehouse operation where grain is held 10 days or longer and includes, but is not limited to, all buildings, elevators, equipment, and warehouses consisting of one or more warehouse sections and considered a single delivery point with the capability to receive, load out, weigh, dry, and store grain.

B. For purposes of determining whether a property is being used for bona fide farm purposes, N.C. G.S 153A-340, as amended, recodified or replaced, shall control. ~~any of the following shall constitute sufficient evidence that the property is being used for bona fide farm purposes:~~

NOTE: For ease of reference for our citizens, the following constitute sufficient evidence that the property is being used for bona fide farm purposes. *Please verify these prior to proceeding with activity.*

1. A farm sales tax exemption certificate issued by the Department of Revenue.
2. A copy of the property tax listing showing that the property is eligible for participation in the present use value program pursuant to G.S. 105-277.3.
3. A copy of the farm owner's or operator's Schedule F from the owner's or operators most recent federal income tax return.
4. A forest management plan.
5. ~~A Farm Identification Number issued by the United States Department of Agriculture Farm Service Agency.~~

This Ordinance does not impose nor exercise any controls over croplands, timberlands, pasturelands, orchards, idle (land currently not cultivated or that is fallow-currently unplanted for crops) or other farmlands. Nor does it exercise control over any farmhouse, barn, poultry house, or other farm buildings, including tenant or other houses for persons working on said farms, as long as such houses shall be in the same ownership as the farm and located on the farm. Residences for non-farm use or occupancy and other non-farm uses shall be subject to the provisions of this Ordinance.

15 MINIMUM REQUIREMENTS

In interpreting and applying the provisions of this Ordinance, they shall be held to be the minimum requirements for the promotion of the public safety, health, convenience, prosperity, and general welfare. It is not intended by this Ordinance to interfere with, abrogate, or annul any easements, covenants, or other agreements between parties. However, where this Ordinance imposes a greater restriction upon the use of buildings or premises or upon the height of buildings, or requires larger open space than is imposed or required by other ordinance, rules, regulations, or by easements, covenants, or agreements, the provisions of this Ordinance shall govern.

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2017**

**SESSION LAW 2017-108
SENATE BILL 615**

AN ACT TO AMEND CERTAIN LAWS GOVERNING AGRICULTURAL MATTERS.

The General Assembly of North Carolina enacts:

AGRICULTURE AND FORESTRY AWARENESS STUDY COMMISSION STUDIES

SECTION 1.(a) The Agriculture and Forestry Awareness Study Commission shall study all of the following matters:

- (1) Any updates it deems advisable to Article 44 of Chapter 106 of the General Statutes governing unfair practices by handlers of fruits and vegetables, including applicable definitions and requirements under the Article.
- (2) The advisability of providing property tax abatement to aging farm machinery. In conducting this study, the Commission shall consider all of the following: (i) whether farm machinery 10 years or older, or other time period the Commission deems appropriate, should be designated as a special class under Section 2(2) of Article V of the North Carolina Constitution and be excluded from property tax; (ii) if such farm machinery should be excluded from property tax, whether an eighty percent (80%) property tax exclusion is an appropriate exclusion amount, or another amount the Commission deems appropriate; and (iii) the fiscal impact on local governments if such machinery were to be excluded from property tax. The Commission may request any information necessary to complete the study from any county tax office in this State and from the Department of Revenue.
- (3) The type of activities that constitute agritourism when conducted on a bona fide farm and other relevant matters relating to agritourism activities.

SECTION 1.(b) The Agriculture and Forestry Awareness Study Commission shall complete the studies required by subsection (a) of this section and report its findings and recommendations, including any legislative proposals, to the General Assembly by March 1, 2018.

EXPAND FACILITIES EXEMPT FROM EMC RULE

SECTION 2.(a) Rule. – Until the effective date of the revised permanent rule that the Environmental Management Commission is required to adopt pursuant to subsection (c) of this section, the Commission shall implement 15A NCAC 02D .1806, as provided in subsection (b) of this section.

SECTION 2.(b) Implementation. – Notwithstanding subsection (c) of 15A NCAC 02D .1806, any facility that stores products that are (i) grown, produced, or generated on one or more agricultural operations and (ii) "renewable energy resources," as defined in G.S. 62-133.8(a)(8), shall be exempt from the requirements of 15A NCAC 02D .1806 until the Environmental Management Commission reviews and readopts the Rule pursuant to subsection (c) of this section and determines the criteria under which the exemption should be made permanent.



SECTION 7. G.S. 106-932 reads as rewritten:

"§ 106-932. Assent of legislature to mutual aid provisions of other compacts.

The legislature of this State hereby gives its assent to the mutual aid provisions of Articles IV and V of the South Central Interstate Forest Fire Protection Compact, ~~the Middle Atlantic Interstate Fire Protection Compact, and the Great Plains Wildland Fire Protection Compact~~, in accordance with Article VIII of that Compact ~~those Compacts~~ relating to interregional mutual aid; ~~and the legislature of this State also hereby gives its assent to the mutual aid provisions of Articles IV and V of the Middle Atlantic Interstate Forest Fire Protection Compact in accordance with Article VIII of that Compact relating to interregional mutual aid.~~"

CLARIFY ACTIVITIES INCIDENT TO THE FARM AND AGRITOURISM

SECTION 8.(a) G.S. 153A-340(b), as amended by Section 9 of this act, reads as rewritten:

"§ 153A-340. Grant of power.

...

(b)

...

(2)

Except as provided in G.S. 106-743.4 for farms that are subject to a conservation agreement under G.S. 106-743.2, bona fide farm purposes include the production and activities relating or incidental to the production of crops, grains, fruits, vegetables, ornamental and flowering plants, dairy, livestock, poultry, and all other forms of agriculture, as defined in G.S. 106-581.1. Activities incident to the farm include existing or new residences constructed to the applicable residential building code situated on the farm occupied by the owner, lessee, or operator of the farm and other buildings or structures sheltering or supporting the farm use and operation. For purposes of this subdivision, "when performed on the farm" in G.S. 106-581.1(6) shall include the farm within the jurisdiction of the county and any other farm owned or leased to or from others by the bona fide farm operator, no matter where located. For purposes of this subdivision, the production of a nonfarm product that the Department of Agriculture and Consumer Services recognizes as a "Goodness Grows in North Carolina" product that is produced on a farm subject to a conservation agreement under G.S. 106-743.2 is a bona fide farm purpose. For purposes of determining whether a property is being used for bona fide farm purposes, any of the following shall constitute sufficient evidence that the property is being used for bona fide farm purposes:

- a. A farm sales tax exemption certificate issued by the Department of Revenue.
- b. A copy of the property tax listing showing that the property is eligible for participation in the present use value program pursuant to G.S. 105-277.3.
- c. A copy of the farm owner's or operator's Schedule F from the owner's or operator's most recent federal income tax return.
- d. A forest management plan.
- e. A Farm Identification Number issued by the United States Department of Agriculture Farm Service Agency.

(2a)

A building or structure that is used for agritourism is a bona fide farm purpose if the building or structure is located on a property that (i) is owned by a person who holds a qualifying farmer sales tax exemption certificate from the Department of Revenue pursuant to G.S. 105-164.13E(a) or (ii) is

SECTION 22. Except as otherwise provided, this act is effective when it becomes law.

In the General Assembly read three times and ratified this the 29th day of June, 2017.

s/ Daniel J. Forest
President of the Senate

s/ Tim Moore
Speaker of the House of Representatives

s/ Roy Cooper
Governor

Approved 6:55 p.m. this 12th day of July, 2017

4.11 CORNER VISIBILITY

There shall be no planting, structure, fence, or other obstruction to visibility on any corner lot between two (2) feet and ten (10) feet above the level of the center line of the street in a triangular area bounded by the street right-of-way line on such corner lots and a base line joining points along right-of-way lines twenty-five (25) feet from the intersection right-of-way corner. Per the Vance County Subdivision Ordinance, the following applies for Vehicular Sight Distance Easements: Triangular sight distance easements shall remain free of all structures, trees, shrubbery, driveways, and signs, except traffic control signs and shall be shown in dashed lines at all street intersections and so noted on the subdivision plat. Final determination of the location and extent of sight distance easements will be made by the jurisdiction in cooperation with the NCDOT District Engineer.

4.12 ACCESSORY STRUCTURES/BUILDINGS

~~Only one accessory structure/building (separate and free standing of the principal building) shall be permitted on lots less than twenty thousand (20,000) square feet and shall not exceed one thousand (1,000) square feet in size. Larger lots are allowed an extra accessory building/structure for each additional twenty thousand (20,000) square feet and shall not exceed one thousand two hundred (1,200) square feet in size provided that such accessory buildings/structures are a minimum of thirty (30) feet apart from any other secondary building/structures. Accessory structures/buildings shall not be placed any closer to the front right of way than any portion of the dwelling. For all lots facing on more than one road, all accessory structures shall meet the front setback requirements for each road right of way. A survey showing all improvements and proposed improvements shall be presumptive evidence of compliance with this section.~~

- Minimum rear and side setback: 10 ft.
- Minimum setback from principal structure: 10 ft.
- Maximum building height shall not exceed 20ft from mean roof height
- In each zoning category, the Maximum Lot Coverage-Net Area (Built upon Area) shall be adhered to, inclusive of the principle structure, paving/driveways, and accessory structure/buildings .
- No residential accessory structure shall be rented or occupied for financial purposes and shall not be used for human habitat ion.

Accessory buildings not exceeding 50 sq. ft. and used exclusively to house well and pump equipment may be permitted in front, side or rear yards, provided such accessory buildings are at least five (5) feet from any property lines and do not encroach into any required easements or other site angles. An accessory building may be located on another contiguous or non-contiguous lot from the principal use with which it is associated, to the extent that the principal use itself would also be permitted on such lot.

4.13 ACCESSORY USES

- A. POOLS: All pools, whether above-ground or in-ground, shall be built only in rear or side yards. The definition of a pool shall include all structures, and walks or patio areas of cement, stone, or wood at or above grade, built for, and used in conjunction with the pool. A pool as defined above shall be included in the calculations of the total allowed lot coverage for the zoning category in which the lot is located. Pools, as defined above, shall be setback a minimum of 10 ft. from all side and rear property lines. Patio area at grade has no setback requirements from rear and side lot lines. Pool shall be enclosed by a privacy fence, with a childproof gate, a minimum height of four (4) feet and a maximum height of eight (8) feet. Pools located in rear yards on

AGENDA APPOINTMENT FORM

July 2, 2018

Public Hearing: Text Amendment to Subdivision Ordinance

Request of Board: Approve Text Amendment



DEPARTMENT OF PLANNING & DEVELOPMENT

PLANNING STAFF REPORT
STAFF PROJECT CONTACT: Angie Blount

Planning Board 06/14/18
BOC 07/02/18

EXPLANATION OF THE REQUEST

Legislative update – Zoning Ordinance Text Amendment – Section 1, 1.5, B – to strike (5) from the sufficient evidence accepted to prove Bona Fide Farm status.

Legislative update – Subdivision Ordinance Text Amendment – Article Two, add Section 201.1.5 – Estate Division as an Exemption to subdivision.

Zoning Ordinance Text Amendment – Section four, section 4.12 – Accessory Structures/Buildings (A)

IMPACTS

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Legislative Update – Estate Division – This amendment adds divisions done as part of the settlement of an estate to the states definition of Exemption from Subdivision regulations.

Text Amendment – Accessory Structures – This amendment will better address the placement of accessory structures. Currently the ordinance allows one for 20,000 sq. ft. lots, and one at each additional 20,000 sq. ft., the first one not to exceed 1000 sq. ft., the ones there after may not exceed 1200 sq. ft. Potentially someone with an acre and a half could have three structures on their property, none which exceed 1200 sq. ft., but would not be allowed one larger structure that could take the place of all three. This ordinance will also clarify the location on a lot where accessory structures may be located.

STAFF COMMENTS

The proposed legislative update text amendments have been approved by the General Assembly and signed by the governor in 2017. Vance County now needs to adopt through our process and update our ordinance.

The proposed text amendment to the VC Zoning Ordinance dealing with Accessory structures will simplify the process for homeowners wishing to establish an accessory structure by allowing structures not based on square footage, but by impervious coverage maximums per zoning district. The amendment will also detail the location of proposed structures

PLANNING BOARD RECOMMENDATION:

The Planning Board recommended for approval the legislative updates to the Vance County Zoning and Subdivision Ordinance for Bona Fide Farm, removal of USDA number as evidence to establish Bona Fide Farm Status, and adding Estate Division to the list of exceptions to the Subdivision Ordinance. The board also approved the amendment to the Zoning Ordinance regarding Accessory Structures. 05/10/2018

This case is being brought back before the Planning Board 06/14/2018 to amend the wording. The Planning Board approved the rewording of the Legislative updates regarding Bona Fide Farm. List of evidence, Zoning Ordinance and adding Estate Division to the exceptions from the Subdivision Ordinance. The board also recommended for approval the rewording of the amendment to the Zoning Ordinance regarding Accessory Structures. 06/14/2018

VANCE COUNTY

ORDINANCE AMENDING THE VANCE COUNTY SUBDIVISION ORDINANCE TO CLARIFY PROVISIONS IN RESPONSE TO APPROVED SESSION LAW 2017-10 (HOUSE BILL 131)

WHEREAS, The North Carolina General Assembly approved Senate Bill 131 (Session Law 2017-10) which provided changes to the Subdivision Ordinance;

WHEREAS, The Vance County Planning Board has reviewed the proposed amendment to the Vance County Subdivision Ordinance and has provided a recommendation for their approval.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that:

- A. The Vance County Subdivision Ordinance be amended as follows(deletions as ~~striketroughs~~, additions shown as underlined text):

- 1) AMEND Article Two, Section 201.1 as per Session Law 2017-10, house bill 131 as follows:

Section 201 Definition of Subdivision(s) and Exemptions

201.1 “Subdivision” Defined: For purposes of this Ordinance, “Subdivision” **shall have the meaning and exemptions as set forth in N.C.G.S. 153A-335, as amended, recodified or replaced.**

NOTE: For ease of reference for our citizens, the following is the current statutory definition. **Please verify the current definition before proceeding with any activity which may be controlled herein.**

Subdivision means all divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose of sale or building development whether immediate or future and includes all division of land involving the dedication of a new street or change in existing streets; however, the following is not included within this definition and are not subject to any regulations enacted pursuant to this Ordinance:

Exemptions:

1. The combination or recombination of portions of previously subdivided and recorded lots if the total number of lots is not increased and resultant lots are equal to or exceed the standards of the county as shown in its subdivision regulations.
2. The division of land into parcels greater than ten (10) acres if no street right-of-way dedication is involved.
3. The public acquisition by purchase of strips of land for widening or opening streets.
4. The division of a tract into single ownership where the entire area is no greater than two (2) acres, into not more than three (3) lots, if no street right-of-way dedication is involved and if the resultant lots are equal to or exceed the standards of the county as shown by this Ordinance.

5. The division of a tract into parcels in accordance with the terms of a probated will or in accordance with intestate succession under Chapter 29 of the General Statutes.

B. The above amendments are effective upon adoption of this ordinance.

Adopted this 2nd day of July, 2018

ATTEST:

Thomas S. Hester Jr., Chairman
Vance County Board of Commissioners

Kelly H. Grissom
Clerk to the Board

Article Two
General Provisions

Section 201
Definition of Subdivision(s) and Exemptions

201.1 “Subdivision” Defined: For purposes of this Ordinance, “Subdivision” **shall have the meaning and exemptions as set forth in N.C.G.S. 153A-335, as amended, recodified or replaced.**

NOTE: For ease of reference for our citizens, the following is the current statutory definition. **Please verify the current definition before proceeding with any activity which may be controlled herein.**

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Exemptions:

1. The combination or recombination of portions of previously subdivided and recorded lots if the total number of lots is not increased and resultant lots are equal to or exceed the standards of the county as shown in its subdivision regulations.
2. The division of land into parcels greater than ten (10) acres if no street right-of-way dedication is involved.
3. The public acquisition by purchase of strips of land for widening or opening streets.
4. The division of a tract into single ownership where the entire area is no greater than two (2) acres, into not more than three (3) lots, if no street right-of-way dedication is involved and if the resultant lots are equal to or exceed the standards of the county as shown by this Ordinance.
5. The division of a tract into parcels in accordance with the terms of a probated will or in accordance with intestate succession under Chapter 29 of the General Statutes.

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2017

SESSION LAW 2017-10
SENATE BILL 131

AN ACT TO PROVIDE FURTHER REGULATORY RELIEF TO THE CITIZENS OF
NORTH CAROLINA.

The General Assembly of North Carolina enacts:

PART I. BUSINESS REGULATION

EMPLOYMENT STATUS OF FRANCHISES

SECTION 1.1. Article 2A of Chapter 95 of the General Statutes is amended by adding a new section to read:

"§ 95-25.24A. Franchisee status.

Neither a franchisee nor a franchisee's employee shall be deemed to be an employee of the franchisor for any purposes, including, but not limited to, this Article and Chapters 96, 97, and 105 of the General Statutes. For purposes of this section, "franchisee" and "franchisor" have the same definitions as set out in 16 C.F.R. § 436.1."

STREAMLINE MORTGAGE NOTICE REQUIREMENTS

SECTION 1.2. G.S. 45-91 reads as rewritten:

"§ 45-91. Assessment of fees; processing of payments; publication of statements.

A servicer must comply as to every home loan, regardless of whether the loan is considered in default or the borrower is in bankruptcy or the borrower has been in bankruptcy, with the following requirements:

- (1) Any fee that is incurred by a servicer shall be both:
 - a. Assessed within 45 days of the date on which the fee was incurred. Provided, however, that attorney or trustee fees and costs incurred as a result of a foreclosure action shall be assessed within 45 days of the date they are charged by either the attorney or trustee to the servicer.
 - b. Explained clearly and conspicuously in a statement mailed to the borrower at the borrower's last known address within 30 days after assessing the fee, provided the servicer shall not be required to take any action in violation of the provisions of the federal bankruptcy code. The servicer shall not be required to send such a statement for a fee that: ~~(i) results that either:~~
 1. Is otherwise included in a periodic statement sent to the borrower that meets the requirements of paragraphs (b), (c), and (d) of 12 C.F.R. § 1026.41.
 2. Results from a service that is affirmatively requested by the borrower, ~~(ii)~~ is paid for by the borrower at the time the service is provided, and ~~(iii)~~ is not charged to the borrower's loan account.
- (2) All amounts received by a servicer on a home loan at the address where the borrower has been instructed to make payments shall be accepted and



(a) For purposes of this Part, "subdivision" means all divisions of a tract or parcel of land into two or more lots, building sites, or other divisions when any one or more of those divisions are created for the purpose of sale or building development (whether immediate or future) and includes all division of land involving the dedication of a new street or a change in existing streets; however, the following is not included within this definition and is not subject to any regulations enacted pursuant to this Part:

- (1) The combination or recombination of portions of previously subdivided and recorded lots if the total number of lots is not increased and the resultant lots are equal to or exceed the standards of the county as shown in its subdivision regulations.
- (2) The division of land into parcels greater than 10 acres if no street right-of-way dedication is involved.
- (3) The public acquisition by purchase of strips of land for widening or opening streets or for public transportation system corridors.
- (4) The division of a tract in single ownership the entire area of which is no greater than two acres into not more than three lots, if no street right-of-way dedication is involved and if the resultant lots are equal to or exceed the standards of the county as shown by its subdivision regulations.
- (5) The division of a tract into parcels in accordance with the terms of a probated will or in accordance with intestate succession under Chapter 29 of the General Statutes.

(b) A county may provide for expedited review of specified classes of subdivisions.

(c) The county may require only a plat for recordation for the division of a tract or parcel of land in single ownership if all of the following criteria are met:

- (1) The tract or parcel to be divided is not exempted under subdivision (2) of subsection (a) of this section.
- (2) No part of the tract or parcel to be divided has been divided under this subsection in the 10 years prior to division.
- (3) The entire area of the tract or parcel to be divided is greater than five acres.
- (4) After division, no more than three lots result from the division.
- (5) After division, all resultant lots comply with all of the following:
 - a. Any lot dimension size requirements of the applicable land-use regulations, if any.
 - b. The use of the lots is in conformity with the applicable zoning requirements, if any.
 - c. A permanent means of ingress and egress is recorded for each lot."

SECTION 2.5.(b) G.S. 160A-376 reads as rewritten:

"§ 160A-376. Definition.

(a) For the purpose of this Part, "subdivision" means all divisions of a tract or parcel of land into two or more lots, building sites, or other divisions when any one or more of those divisions is created for the purpose of sale or building development (whether immediate or future) and shall include all divisions of land involving the dedication of a new street or a change in existing streets; but the following shall not be included within this definition nor be subject to the regulations authorized by this Part:

- (1) The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of the municipality as shown in its subdivision regulations.
- (2) The division of land into parcels greater than 10 acres where no street right-of-way dedication is involved.

"(e) The Department, in consultation with the Commission for Public Health and local health departments, shall report no later than October 1 of each year to the ~~Environmental Review Commission, the House of Representatives and Senate Appropriations Subcommittees on Natural~~ Joint Legislative Oversight Committee on Agriculture and Natural and Economic Resources and the Fiscal Research Division of the General Assembly on the implementation of this section. The report shall include the purpose and amount of all expenditures from the Fund during the prior fiscal year, a discussion of the benefits and deficiencies realized as a result of the section, and may also include recommendations for any legislative action."

REDIRECT REPORT ON PARKS AND RECREATION TRUST FUND TO THE ANER OVERSIGHT COMMITTEE

SECTION 4.23. G.S. 143B-135.56(f) reads as rewritten:

"(f) Reports. – The North Carolina Parks and Recreation Authority shall report no later than October 1 of each year to the Joint Legislative ~~Commission on Governmental Operations, the House and Senate Appropriations Subcommittees on Natural and Economic Resources, Oversight Committee on Agriculture and Natural and Economic Resources,~~ the Fiscal Research Division, and the Environmental Review Commission on allocations from the Trust Fund from the prior fiscal year. For funds allocated from the Trust Fund under subsection (c) of this section, this report shall include the operating expenses determined under subdivisions (1) and (2) of subsection (e) of this section."

PART V. SEVERABILITY CLAUSE AND EFFECTIVE DATE

SECTION 5.1. If any section or provision of this act is declared unconstitutional or invalid by the courts, it does not affect the validity of this act as a whole or any part other than the part declared to be unconstitutional or invalid.

SECTION 5.2. Except as otherwise provided, this act is effective when it becomes law.

In the General Assembly read three times and ratified this the 27th day of April, 2017.

s/ Daniel J. Forest
President of the Senate

s/ Tim Moore
Speaker of the House of Representatives

s/ Roy Cooper
Governor

Approved 5:27 p.m. this 4th day of May, 2017

AGENDA APPOINTMENT FORM

June 4, 2018

Name: Stephanie Harmon, Regional Planner

Name of Organization: Council of Governments

Purpose of appearance: Provide Update on Vance County DOT Projects

Prioritization 5.0 Project Overview for Vance County

40% of Funds

30% of Funds

30% of Funds

Statewide Mobility

- Selection based on 100% Data
- Projects Programmed prior to Local Input Ranking

Regional Impact

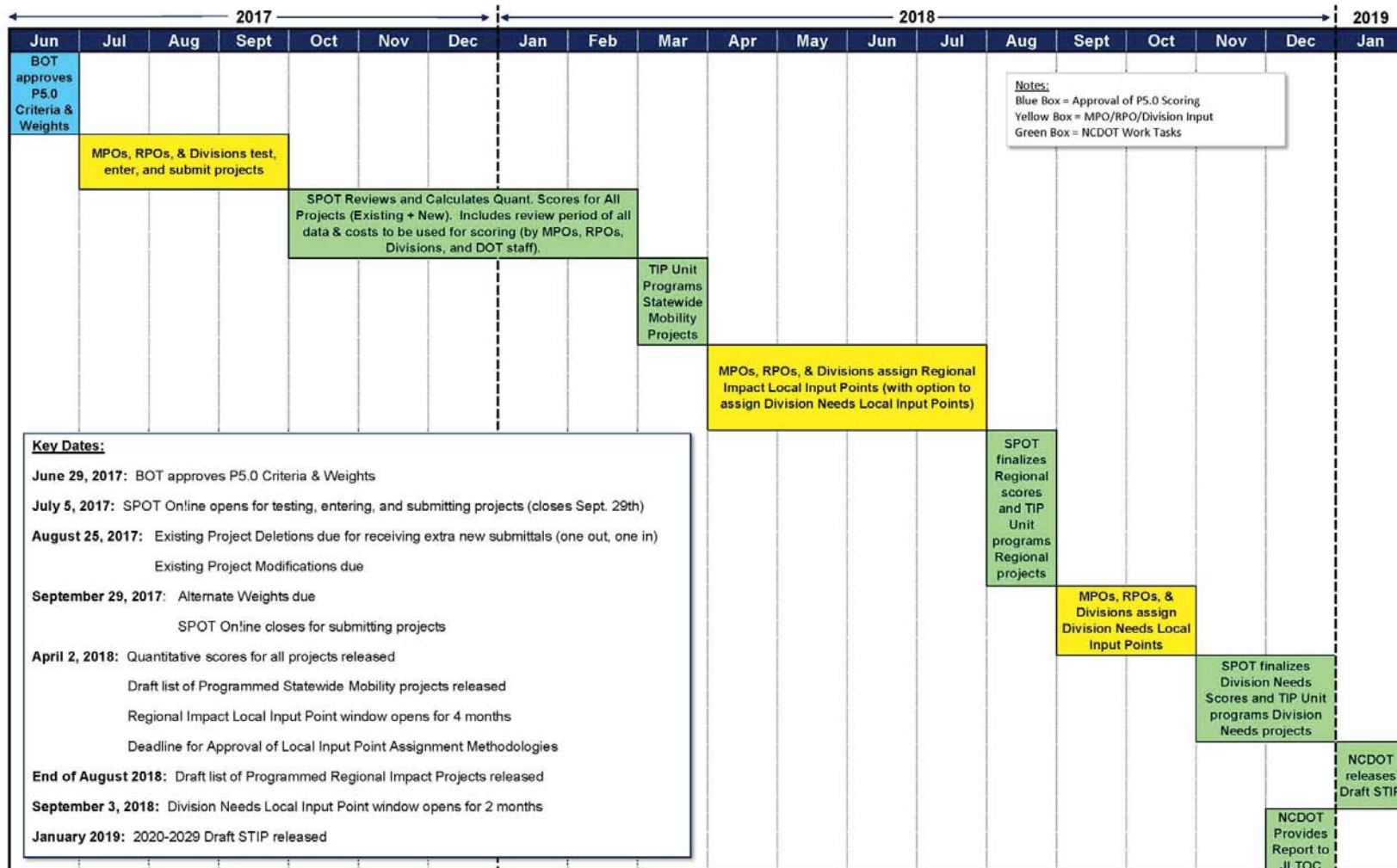
- Selection based on 70% Data & 30% Local Input
- Includes Statewide Mobility projects not funded at the Statewide level
- Funding based on population within Region

Division Needs

- Selection based on 50% Data & 50% Local Input
- Includes Statewide Mobility and Regional Impact projects not funded at the Regional level
- Funding based on equal share for each Division

Prioritization 5.0 Schedule

March 21, 2018



KTRPO Timeline

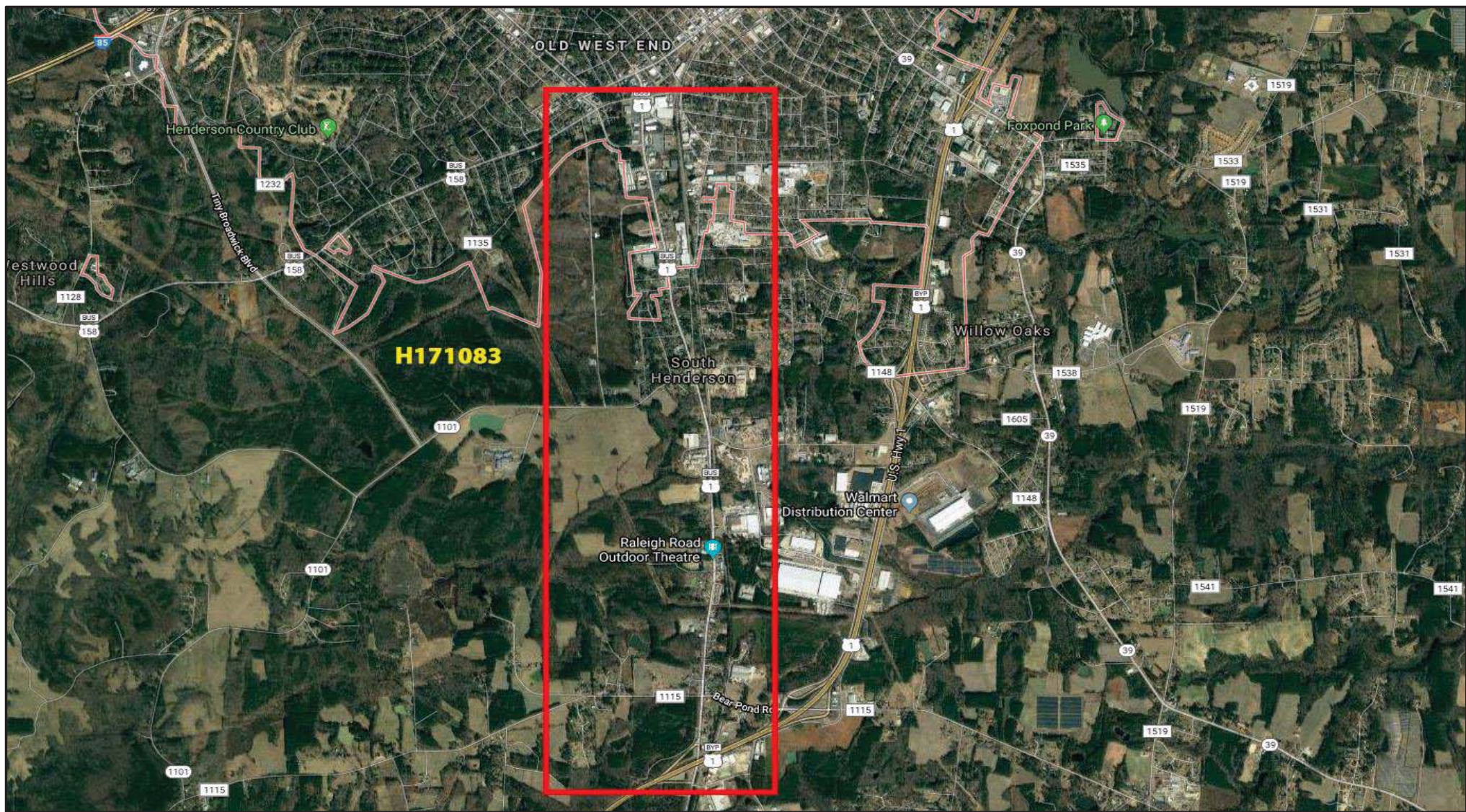
- Project Selection/Final List: September 2017
- P5 Methodology Finalized and Approved: February 20, 2018
- NCODT Releases Project Scores: April 3, 2018
- KTRPO Scoring of Regional Projects: April-May 2018
- KTRPO Begins Division Project Scoring: June 2018
- P5 Subcommittee Meets/Project Recommendations: June 20, 2018
- TCC/TAC Approves Subcommittee Project Recommendations: June 21, 2018
- Public Comment Period for P5 Regional Projects Opens: June 22, 2018
- Public Hearing for P5 Regional Projects: July 2018
- Public Comment Period for P5 Regional Projects Closes: July 21, 2018
- Last Day to Enter Points for Regional Projects to SPOT Online: July 27, 2018

P5 Regional Projects: Vance County

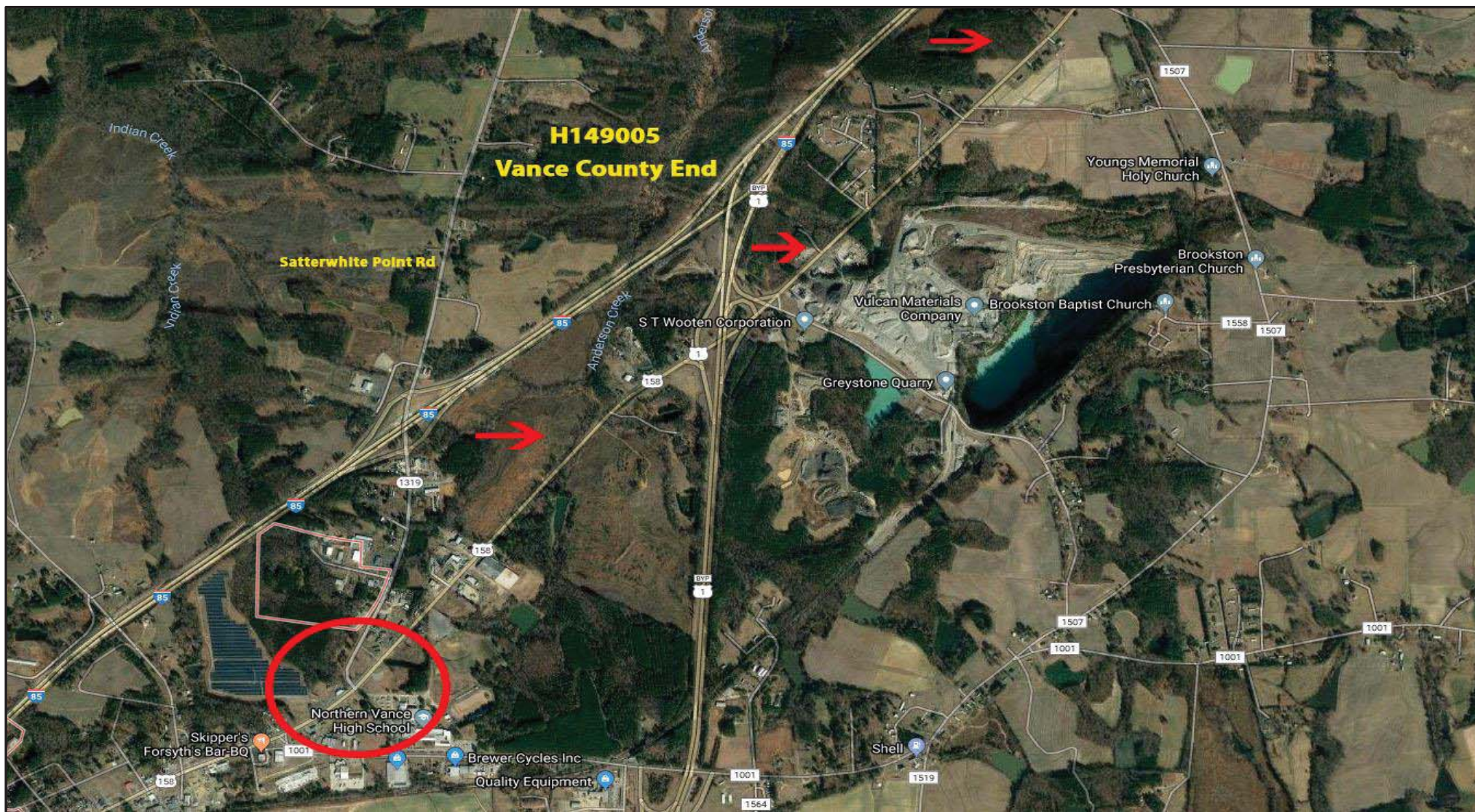
KTRPO Prioritization 5.0 Projects - (Regional) Highway										Regional Highway Project Costs						
SpotID	Mode	Project Category	Route Name(s)	Project Description	Specific Improvement Type	County	Regional Impact Total Score (NCDOT Points/100)	Regional Impact Total Score (KTRPO/100)	Regional Points Assigned (as of 6/20/18)	Construction Cost	Source	Right-of-Way Cost	Source	Utilities Cost	Source	Estimated Project Cost
T171266	Public Transit	Regional Impact	KARTS	Add 1 expansion vehicle to increase KARTS operational capacity	Mobility (Route Specific) Extension	Vance	51.85	34.00	100.00							\$56,000
T171267	Public Transit	Regional Impact	KARTS	Add 1 expansion vehicle to increase KARTS operational capacity	Mobility (Route Specific) Extension	Vance	51.85	34.00	100.00							\$56,000
H171083	Highway	Regional Impact	US 1 Business/ Raleigh Rd	Modernize roadway between US 1 Bypass & SR 1267/ Dabney Drive to improve congestion & safety	Modernize Roadway	Vance	40.00	16.75	100.00	\$15.0 Mil	Feasibility Studies Unit- Cost Estimation Tool	\$300,000	Feasibility Studies Unit- Cost Estimation Tool	\$100,000	Feasibility Studies Unit- Cost Estimation Tool	\$15.4 Mil
H170486	Highway	Regional Impact	US 1 Business/ Raleigh Rd	Improve flow of traffic through the intersection with Old County Home Rd /Belmont Dr	Improve Intersection	Vance	47.9	8.75	100.00	\$900,000	Feasibility Studies Unit- Cost Estimation Tool	\$300,000	Feasibility Studies Unit- Cost Estimation Tool	\$100,000	Feasibility Studies Unit- Cost Estimation Tool	\$1.3 Mil
H149005	Highway	Regional Impact	US 1 & US 158	Widen to multi-lanes between Satterwhite Point Rd & Ridgeway Drewry Rd	Widen Existing Roadway	Vance 60% Warren 40%	32.82	18.75	100.00	\$73.4 Mil	Feasibility Studies Unit- Cost Estimation Tool	\$5.7 Mil	Feasibility Studies Unit- Cost Estimation Tool	\$700,000	Feasibility Studies Unit- Cost Estimation Tool	\$79.8 Mil
Total Regional Points Assigned (Preliminary- Contingent Upon Approval of TCC/TAC)									500.00							

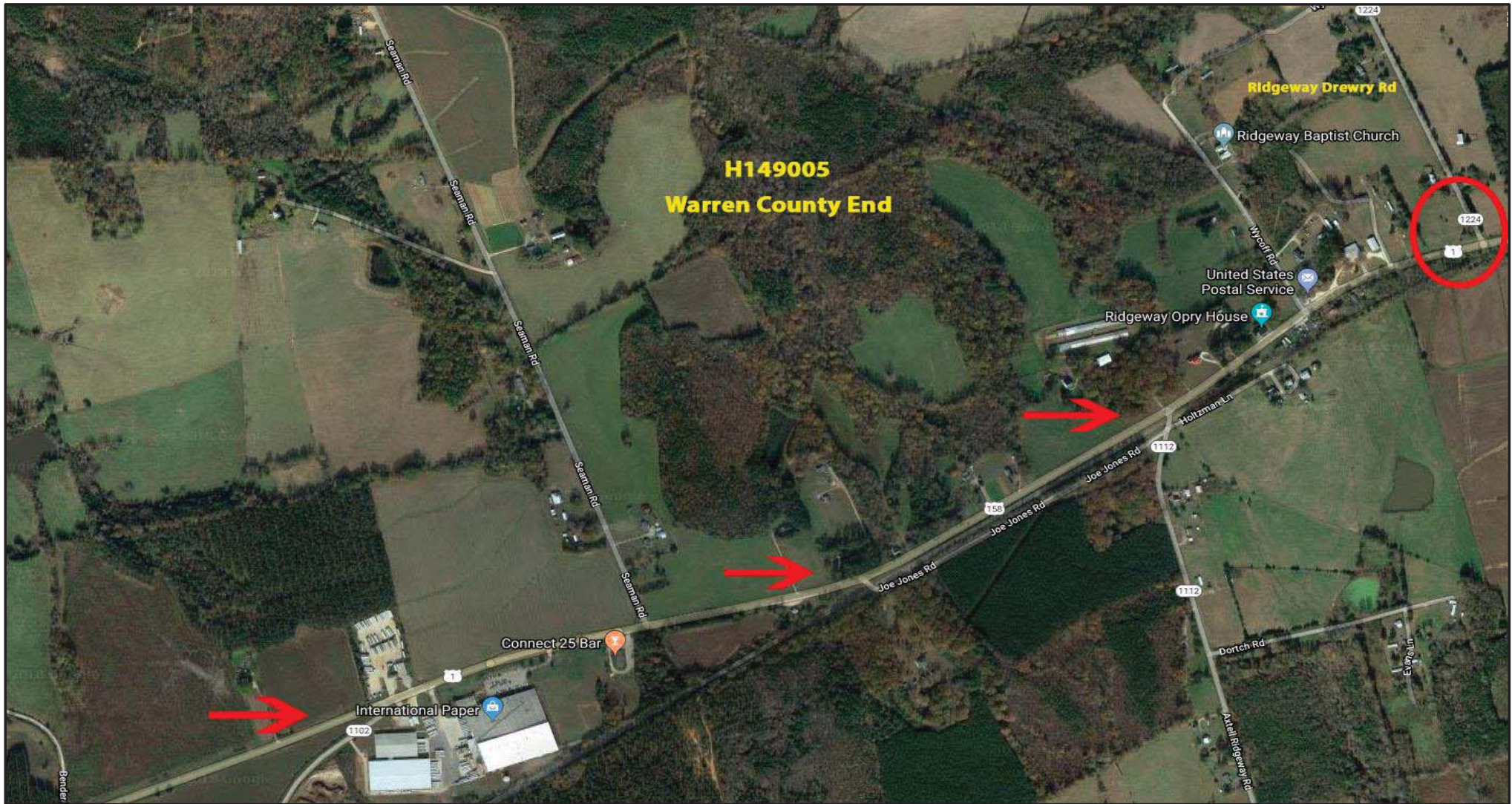
T171266 & T171267: Add 1 Expansion Vehicle to increase KARTS Capacity

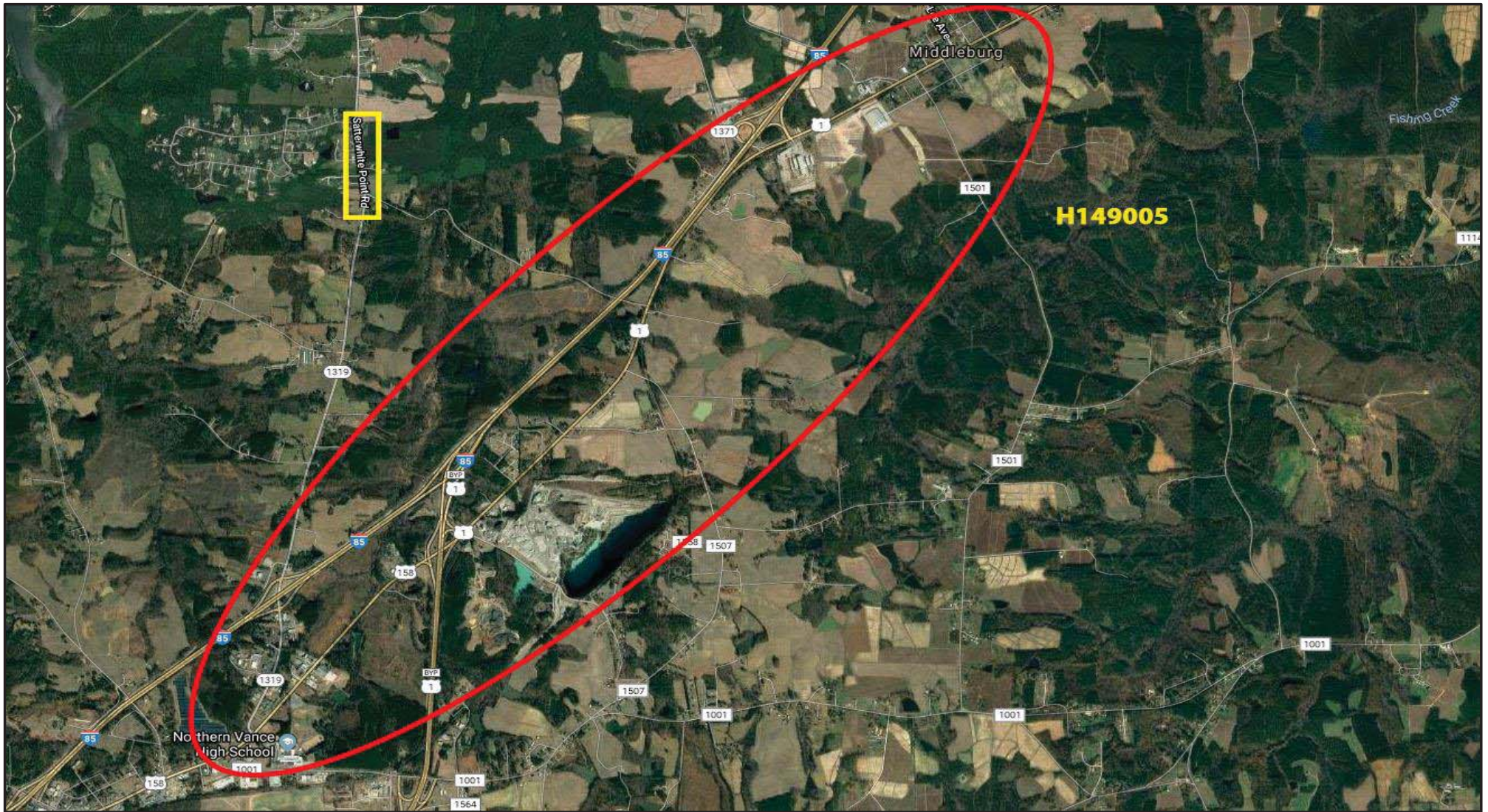


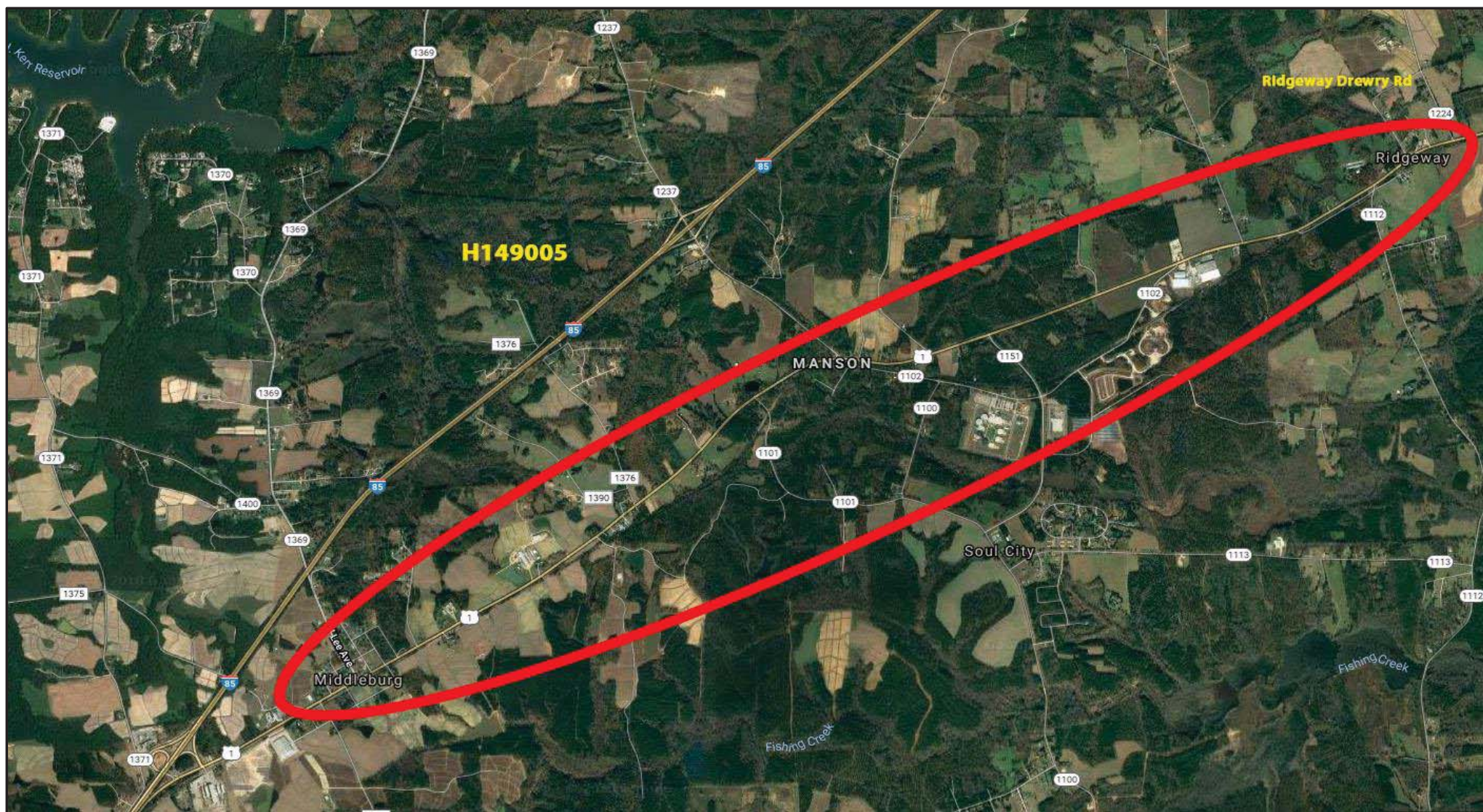












Project from NCDOT: H172189- Division 5 Non-Municipal Division Wide Signal System

Add cameras & fiber to signals in Division 5 which are outside municipal systems & upgrade software & add equipment to enable monitoring of signals by Division staff. Division wide project. Will provide list of signals.

Counties Affected: Wake, Granville, Person, Franklin, Vance, Warrenton

NCDOT Regional Impact Score: 45.00

KTRPO Regional Impact Score: 48.00

(Max number of points allowed for KTRPO to contribute)

Estimated Project Cost: \$7.38 Million

Possible P5 Division Projects: Vance County

KTRPO Prioritization 5.0 Projects - Division Needs (All Modes)									
SpotID	Mode	Project Category	Route Name(s)	Project Description	Specific Improvement Type	County	Division Needs Total Score (NCDOT Points/100)	Division Needs Total Score (KTRPO/100)	Total Division Needs Score
H170689	Highway	Regional Impact (No score from NCDOT @ Regional Tier; Cascaded down to Division Needs)	SR1162/Dabney Dr	Upgrade Dabney Dr from S. Beckford Dr to US 158 Bypass; should include planted medians, sidewalks, & bike lanes	Access Management	Vance	36.29	Not scored; project has been funded in previous STIP	
H090782	Highway	Division Needs	SR1001	Widen to 12 ft lanes in Henderson & Warren Counties	Modernize Roadway	Warren 61% Vance 39%	27.23	16.50	43.73
H172185	Highway	Regional Impact (Cascaded down to Division Needs)	N/A	ITS to improve management of signals	Citywide Signal System	Vance	32.02	10.25	42.27
H090819-A	Highway	Regional Impact (Cascaded down to Division Needs)	New Route- Henderson Western Outer Loop	Widen existing roadway & construct part @ new location	Widen Existing Roadway & Construct Part on New Location	Vance	30.18	20.25	50.43
H170496	Highway	Statewide Mobility (Cascaded to Regional, then Cascaded to Division)	I-85	Provide additional traffic movements by improving the interchange @ US 1	Improve Intersection	Vance	19.00	14.50	33.50
H090017	Highway	Statewide Mobility (Cascaded to Regional, then Cascaded to Division)	I-85	Improve connectivity & access at interchange to both I-85 & US 1 to provide additional traffic movements	Improve Interchange	Vance	15.44	14.50	29.94
T171261	Public Transit	Regional Impact (No score from NCDOT @ Regional Tier; Cascaded down to Division Needs)	KARTS- Ruin Creek Rd Park & Ride Lot	Construct park & ride lot near Maria Parham Hospital; allow for increased connectivity to Henderson & future bus route to Durham	Facility-Park & Ride	Vance	19.52	35.00	54.52
T171262	Public Transit	Division Needs	Henderson- KARTS Bus Shelters	Construct 40 shelters along Around Town Shuttle route in Henderson	Facility-Stop/Shelter	Vance	15.48	18.00	33.48

Water District Board

**VANCE COUNTY WATER DISTRICT
PHASE 3**

UPDATED PROJECT SCHEDULE - 6/28/18

Obtain Final Construction Permits	Feb 18
Submit for USDA Review	Mar 18
Receive USDA Approval to Advertise	July 18
Open Construction Bids	July 18
Receive LGC Approval	Oct 18
Receive USDA Approval for Construction	Oct 18
Award Contracts	Nov 18
Start Construction	Nov 18
Finish Construction	Apr 18

Vance County Water District
Operations Report
June 2018

<u>Operations Highlights:</u>	<u>Fiscal Year-to Date</u>	<u>June (June 1-27)</u>
-------------------------------	----------------------------	-------------------------

Work Order Completions:

Discolored Water/ Air in lines	5	0
Set Meters	34	4
Replace Meter/ERT	12	0
Remove Meter	3	0
Locate Lines	637	49
Odor In Water / Chlorine Check	4	1
Check Usage / Leaks	105	6
Replace Meter Lid/ Box	11	1
Low pressure/ No Water	11	2
Water Main Break	2	0
Distribute Boil Water Notices	0	0
Distribute Rescind Notices	0	0
Move in / move out	106	6
Phase 1 and 2 construction responses	1	0
Water line repairs	4	4
Actual Shut offs	34	0
Restores	15	0
Cross Connection Checks	1	0
Intent to Serve inspections	0	0
Hydrant/Site Care/Mowing	5	0
Delivered Return Mail	67	0
Water Taps	7	3

Satellite Office Activity:

Information requests	46	8
Bill pays	2192	197
Applications received	36	4

Billing Summaries:

March Billing 03/06/2018 through 04/03/2018
 1,271 active customers of which 843 were metered services
 Gallons billed 2,439,960 Average usage 2,894 @ .01033 = \$29.90 plus \$ 30 base = \$ 59.90

April Billing 04/03/2018 through 05/01/2018
 1,271 active customers of which 843 were metered services
 Gallons billed 2,084,890 Average usage 2,473 @ .01033 = \$25.55 plus \$ 30 base = \$ 55.55

May Billing 05/01/2018 through 05/29/2018
 1,277 active customers of which 851 were metered services
 Gallons billed 2,382,450 Average usage 2,809 @ .01033 = \$29.02 plus \$ 30 Base = \$59.02

June Billing 05/29/2018 through 06/27/2018
 1,272 active customers of which 846 were metered services
 Gallons billed 2,311,035 Average usage 2,732 @ .01033 = \$28.22 plus \$ 30 Base = \$ 58.22

Water System Overview:

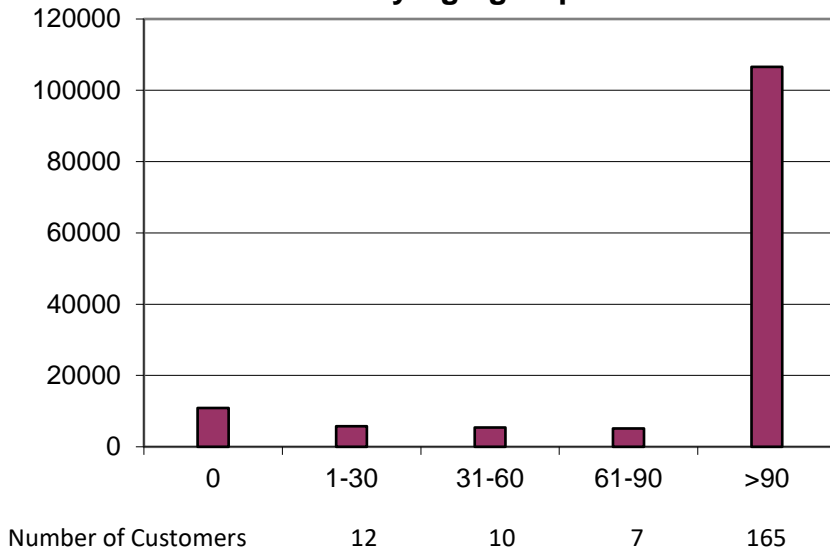
The current customer count is as follows:

- * Phase 1 – 675 total customers 210 availability accounts and 465 metered accounts
- * Phase 2 – 597 total customers 216 availability accounts and 381 metered accounts

There is a total of 1,312 customers committed to the water system, 40 inactive accounts for a total of 1,272 active accounts.
 The current past due balance amounts are shown on the attached page.

Vance County Water District
Operations Report
June 2018

Availability Aging Report for Vance County



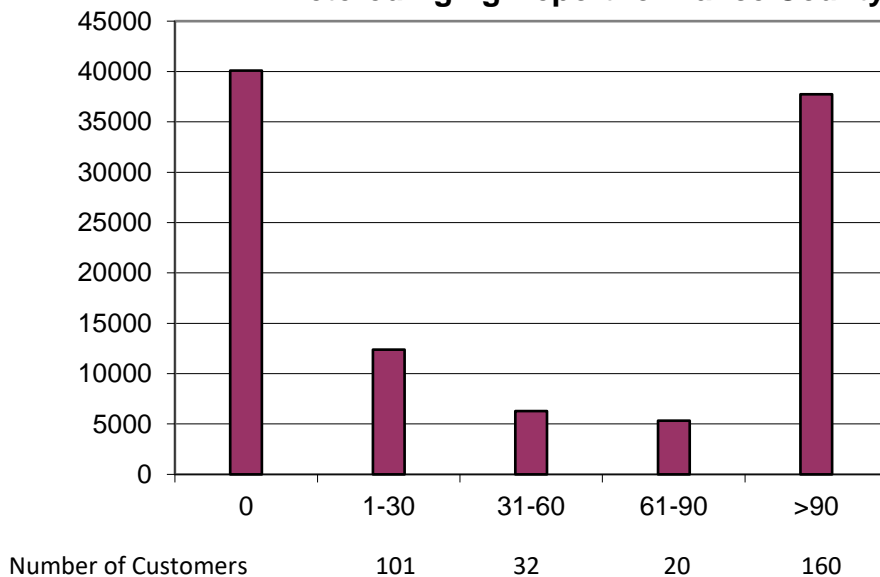
Availability Accounts AR*

Age	Current Month
0	\$ 10,876.33
1-30	\$ 5,807.67
31-60	\$ 5,391.81
61-90	\$ 5,137.70
>90	\$106,588.07

Total Availability AR to date

\$ 133,801.58

Metered Aging Report for Vance County



Metered Services AR*

Age	Current Month
0	\$ 40,097.12
1-30	\$ 12,386.42
31-60	\$ 6,270.65
61-90	\$ 5,344.70
>90	\$ 37,755.11

Total Metered Services to date

\$ 101,854.00

Both Accounts

\$ 235,655.58

*

Graph information as of June 27, 2018

Committee Reports and Recommendations

Vance County

Committee Reports and Recommendations

July 2, 2018

Public Safety Committee

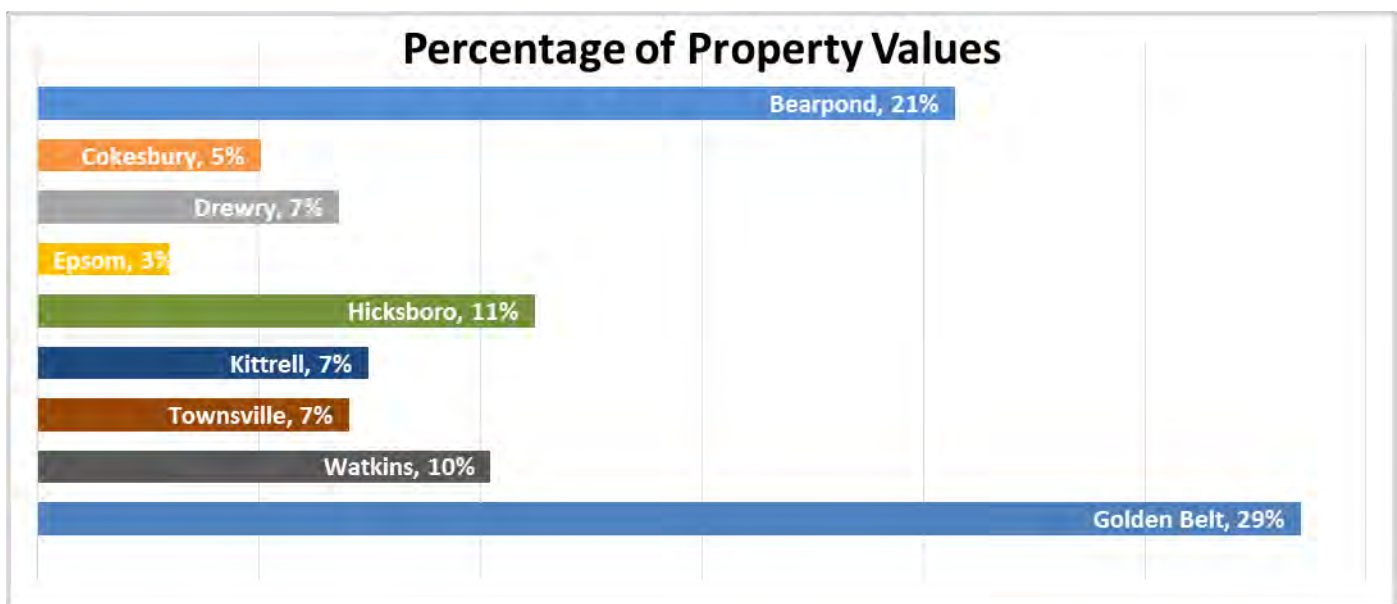
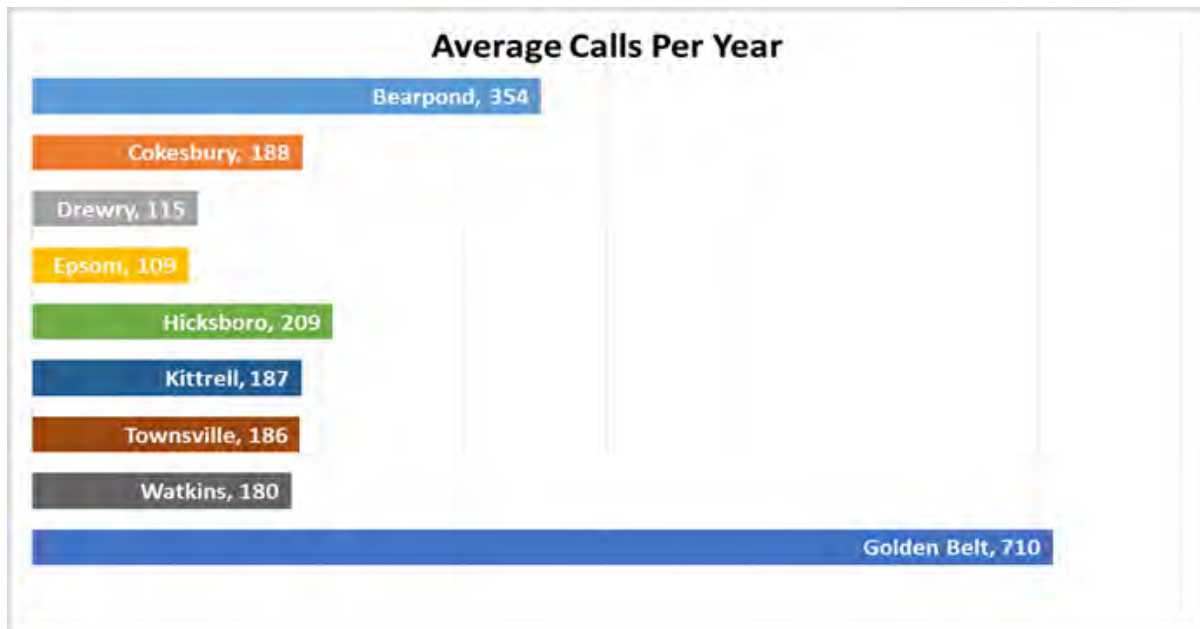
Fire Service Restructure. The committee (Wilder [C], Brummitt & Faines) met Tuesday, June 5, 2018 to continue discussing restructuring of the county's fire services. The committee reviewed data indicating the average annual calls by fire district and the percentage of property values within each district and requested staff to compile and provide road miles for each district. The committee recognized that the Goldenbelt and Bearpond fire districts have the highest populations, calls, and property values and requested staff to provide additional maps showing actual call locations broken down by fire and first responder calls to begin exploring redistricting of the fire districts. The committee then reviewed maps indicating scenarios for restructuring the fire service:

- Scenario one represents Goldenbelt fire district becoming a volunteer district with county full-time fire department employees being distributed among the Goldenbelt and Bearpond districts which would provide two staff members in each district 24/7. This scenario includes filling in 11 part-time positions to all of the other volunteer stations (except Epsom) at an increased cost of \$305,650 from the fire tax (equivalent to 1.8 cents on tax rate).
- Scenario two is the same as scenario one with the difference being keeping the existing four part-time positions funded by the fire tax and shifting them to the Townsville and Hicksboro stations in the northern part of the county. This scenario could be accomplished with no additional cost to the fire tax.
- Scenario three represents keeping the fire department intact in the Goldenbelt district and filling in the volunteer stations with part-time positions during the day-time. This scenario provides a 13 part-time positions and has an increased cost of \$392,965 (or 2.3 cents on the fire tax rate) depending upon the number of part-time positions added.

The committee felt it was important to continue the conversation on restructuring and asked staff to prepare an organizational structure for the county department if the Goldenbelt district were to become volunteer. The committee indicated a desire to explore redistricting the fire districts in future meetings. *For your information.*

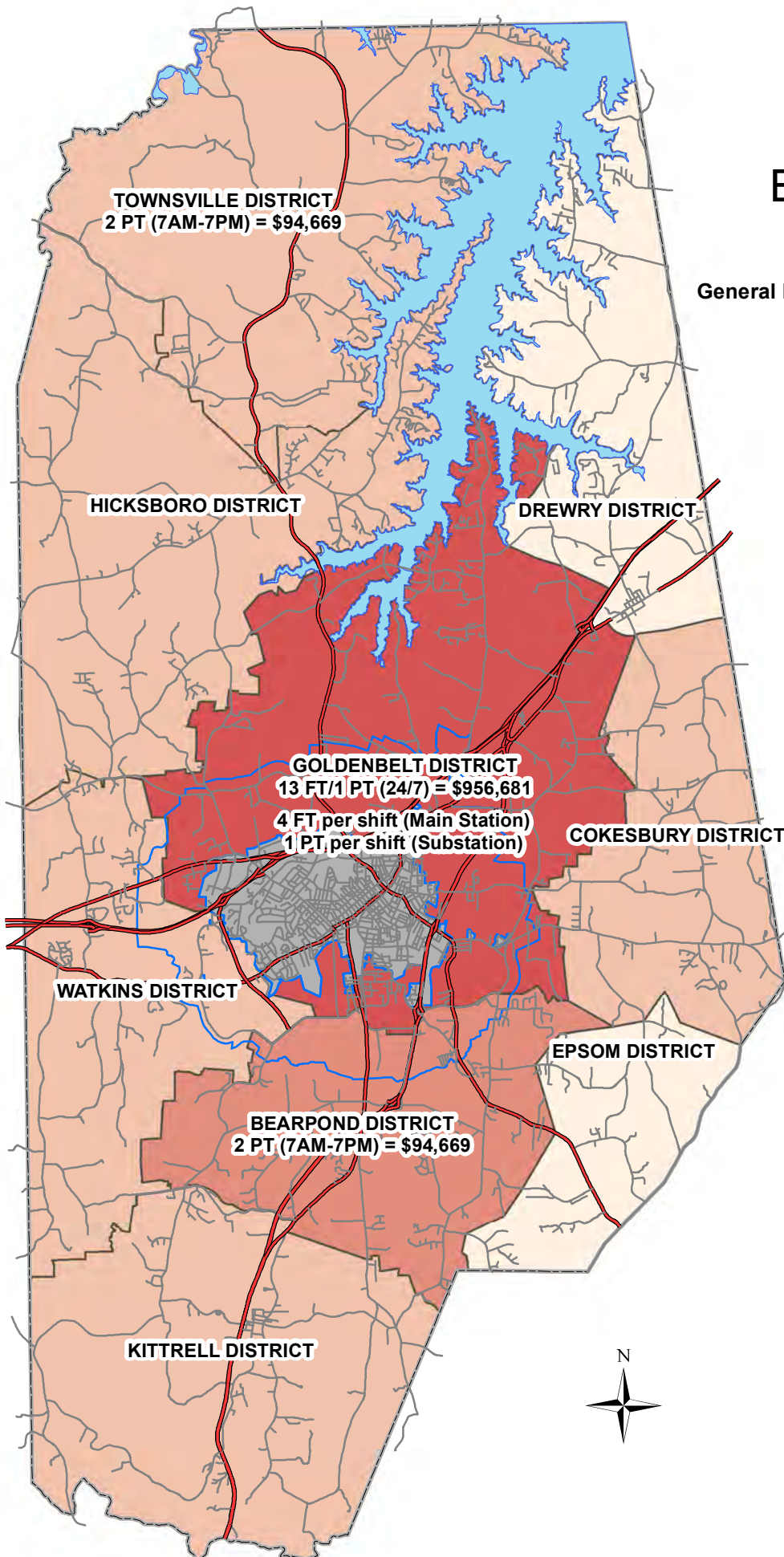
EMS Matters. The committee reviewed data indicating that the Quick Response Vehicle (QRV) was utilized on a total of 719 responses in 2017 or approximately 60 calls per month. The committee was informed that due to call outs, the Division Chiefs have had to operate on the ambulance as opposed to operating the QRV 48% of the days thus far in 2017. The committee was informed that the pool of part-time EMS employees was recently increased to attempt to reduce the instances of callouts and a few part-time EMS positions have already been authorized to be subject to the retirement system allowing work up to 29 hours per week. The EMS director discussed the need for captain positions (three total; one per shift) to allow division chiefs to handle administrative duties and to operate the QRV. The EMS director informed the committee that all surrounding counties have shifted to a 24/72 schedule with the exception of Warren County which has looked at the possibility. The committee requested staff to prepare cost calculations for transitioning to a 24/72 schedule for further discussion. *For your information.*

Fire District Call Volumes and Property Values



Vance County Proposed Fire Reorganization Existing Situation

Existing Situation
Staffing Cost
General Fund = \$956,681; Fire Fund = \$174,651
Total Staffing = \$1,131,332



Legend

Extra Territorial Jurisdiction

Henderson City Limits

Average Calls 2014 - 2016

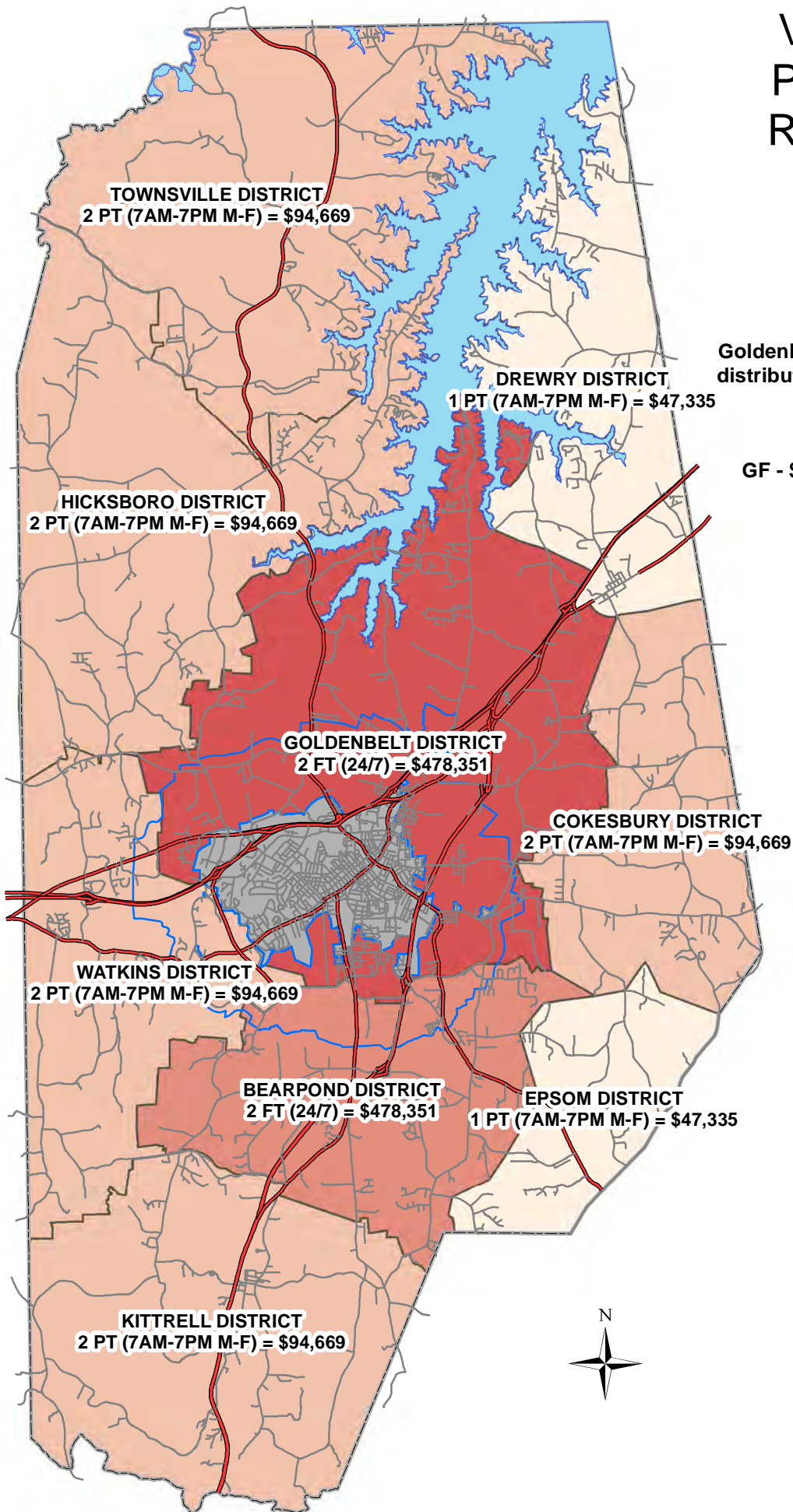
0 - 150

151 - 250

251 - 400

401 - 710

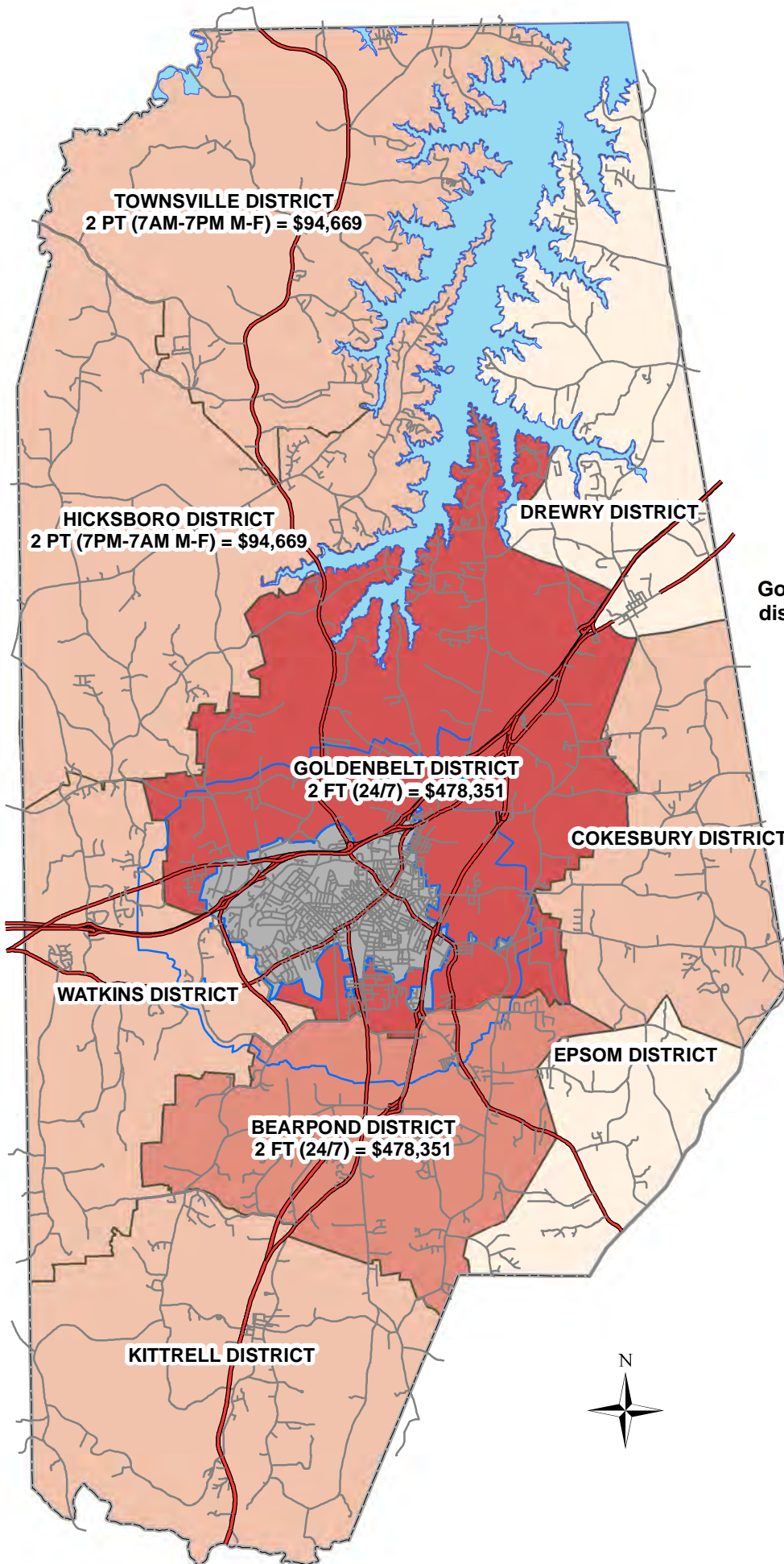
Vance County Proposed Fire Reorganization Scenario 1



Scenario 1
Goldenbelt becomes volunteer district & distribute FT employees outward & fill-in other stations w/ PT

Staffing Cost
GF - \$956,681; Fire Fund = \$568,015
Total = \$1,524,696

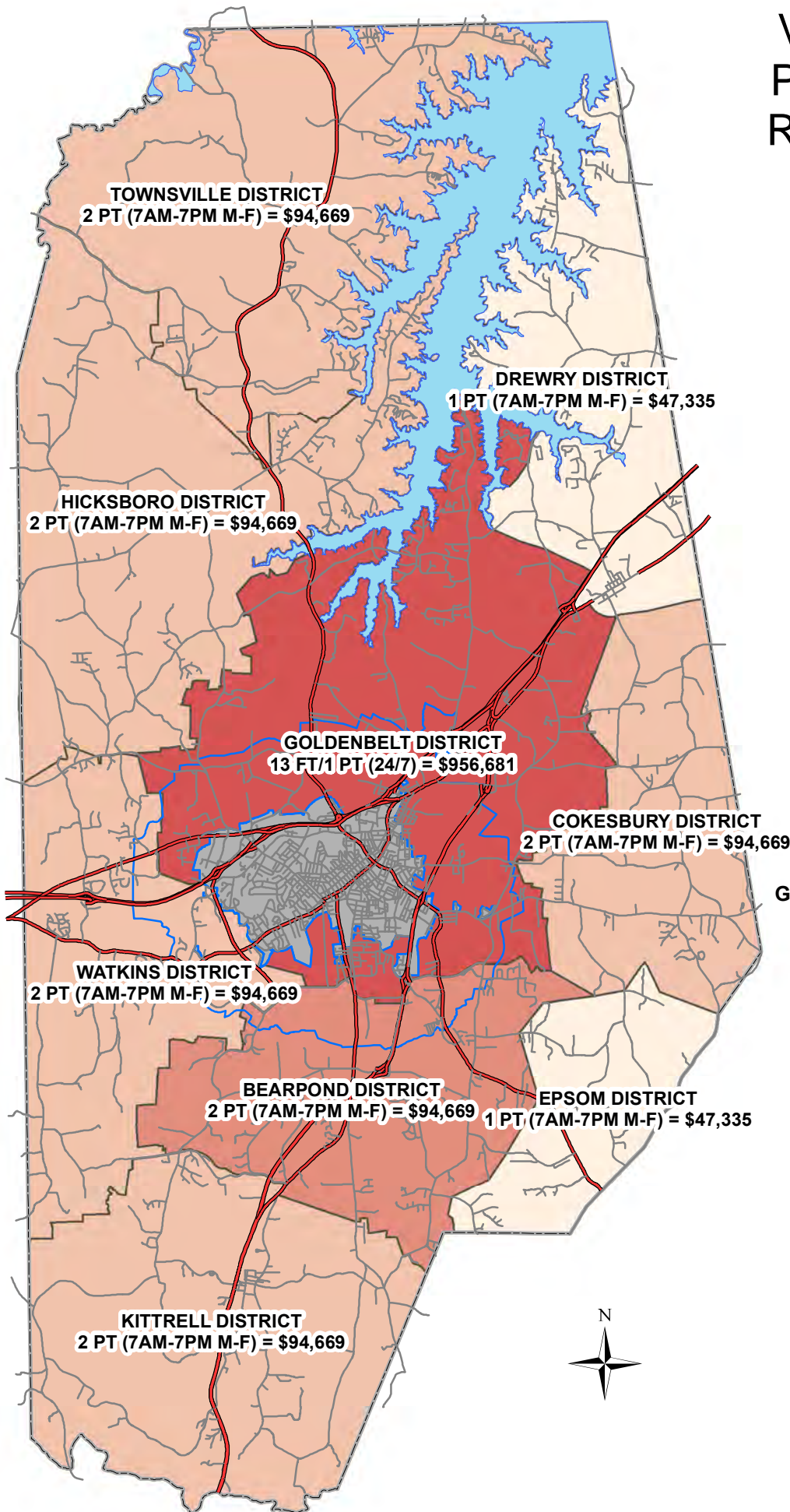
Vance County Proposed Fire Reorganization Scenario 2



Scenario 2
Goldenbelt becomes volunteer district & distribute FT employees outward w/ 2 PT alternating AM/PM at Townsville & Hicksboro.

Staffing Cost
GF - \$956,681; Fire Fund = \$189,338
Total = \$1,146,019

Vance County Proposed Fire Reorganization Scenario 3



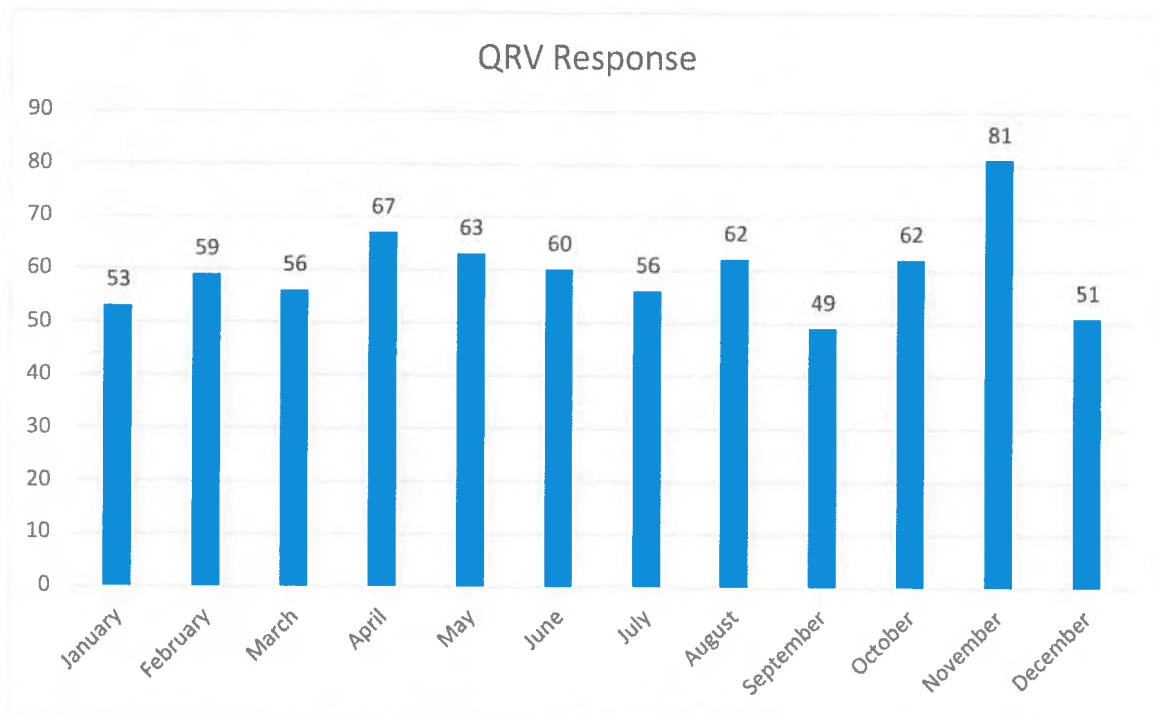
QVR Responses for 2017

<u>Month</u>	<u># of calls ran</u>
January	53
February	59
March	56
April	67
May	63
June	60
July	56
August	62
September	49
October	62
November	81
December	51

The QRV is currently staffed with the Division Chief. They only respond to specific, high level calls such as:

1. Cardiac arrest
2. Overdoses
3. GSW/Stabbings
4. Unconscious
5. MVC's
6. High Risk refusals
7. Drownings
8. Anytime no ambulances are available

719 Total QVR Responses



***** 59.9166667 rounding to 60, the QVR is running a average of 60 calls per month. *****

Total Number of Days Division Chief's were on the Ambulance

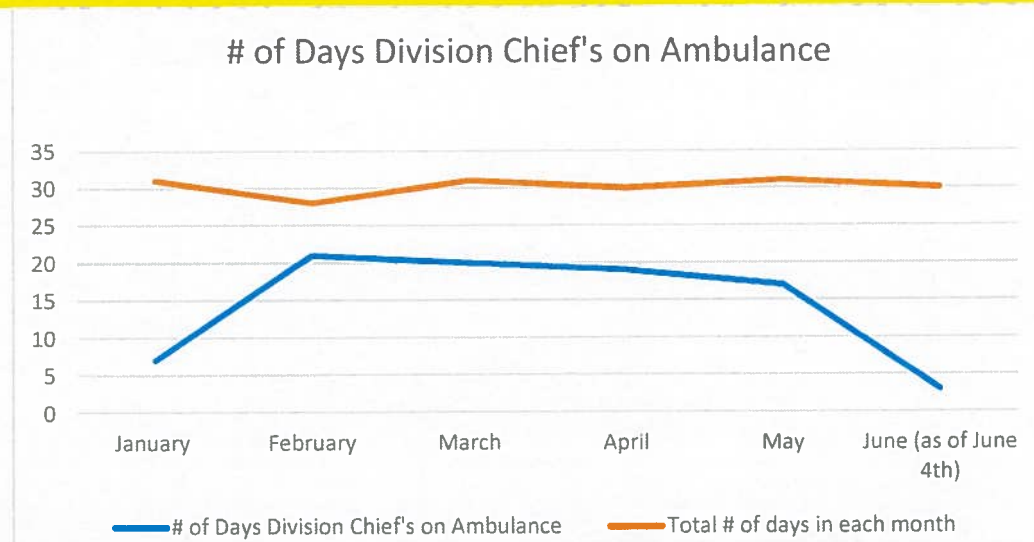
January	February	March	April	May	June (as of June 4th)	<u>Total</u>
7	21	20	19	17	3	87
January	February	March	April	May	June	<u>Total</u>
31	28	31	30	31	30	181

This table represents the amount of days the Division Chief's have been on the ambulance.

The top of the chart Jan. thru June 4th, represents how many times the Division Chief's have been on the ambulance thus far this year. (87 times)

The bottom of the chart shows the total amount of days in each month, totaling 181 days for the first (6) months of the year.

Dividing 87 with 181 gives us 0.4807, which informs us that 48% of the time thus far, this year, our Division Chief's have been on the ambulance.



County Manager's Report

Vance County
County Manager's Report to the Board
July 2, 2018

- A. Uniform Guidance – Procurement Policy Amendment.** Last month the board approved a Uniform Guidance Procurement Policy which set thresholds for the purchases of goods, services, and construction or repair projects when federal funds are being used. This policy is a requirement for the county to continue to receive and utilize federal funds and will apply for the next phase of construction for the water project. During the past month, the Office of Federal Financial Management issued a memorandum increasing the purchase thresholds for micro-purchases from \$3,500 to \$10,000 and increasing the simplified Acquisition Threshold from \$150,000 to \$250,000. These minor changes have been made to the enclosed policy and require board approval. *Recommendation: Approve the revised Uniform Guidance Procurement Policy to increase the micro-purchase threshold from \$3,500 to \$10,000 and increase the Simplified Acquisition Threshold from \$150,000 to \$250,000.*
- B. Duke Energy Saver Program.** The board discussed the Duke Energy Small Business Energy Saver program during the retreat in January as a way to create efficiencies in government. The program focuses on upgrading lighting systems from fluorescent to LED lighting with Duke Energy providing a significant portion of the upfit cost. The total project cost for replacing fixtures and lighting at the jail, county administration building, and fire/EMS station is 105,143, of which the county would pay \$35,905 or 34% with Duke Energy providing the balance. Due to the increased efficiency in lighting, it is estimated that the county will recoup 72% of this investment in the first year alone in reduced energy costs. The recently approved FY18-19 budget identified a portion of funds within the county's capital reserves to fund this initiative at the jail, county administration building and fire/EMS station. *Recommendation: Approve the Duke Energy Small Business Energy Saver Program for the jail, county administration building, and Fire/EMS Station in an amount not to exceed \$35,905 plus a 10% contingency.*

- [Norma Houston](#)

Faculty
SOG



[3](#) 6

The Office of Management and Budget (OMB) has issued a memorandum increasing the bid thresholds under the Uniform Guidance (UG). **OMB Memorandum M-18-18 increases the micro-purchase threshold from \$3,500 to \$10,000, and increases the Simplified Acquisition Threshold from \$150,000 to \$250,000.** These threshold increases are effective immediately and apply to all categories of federal financial assistance subject to the Uniform Guidance requirements. A copy of OMB's memo is available here: <https://www.whitehouse.gov/wp-content/uploads/2018/06/M-18-18.pdf>.

What does this mean for local governments and nonprofits? It means an increase in the UG bid thresholds. To operate under these higher thresholds, you must revise the sections of your local procurement policies that relate to UG requirements. Where your policy references "\$3,500" for the Micro-Purchase Threshold, you should change the dollar amount to "10,000." Where your policy references "\$150,000" for the Simplified Acquisition Threshold, you should change the dollar amount to "\$250,000."

What if you don't update the sections of your local procurement policy that relates to the UG? If you do not change these UG thresholds in your local policy, you must still operate under the lower thresholds that are currently listed in your policy. **Remember, you are subject to the "most restrictive rule," so if your policy maintains the lower thresholds, you are bound by your local policy despite the increase in the thresholds authorized by OMB. If you don't change your local policy, you cannot take advantage of the increased thresholds.** For example, if you don't change "\$3,500" to "\$10,000," you must follow the UG small purchase procedures for purchases of goods and servicing costing \$3,500 or more. If, however, you change "\$3,500" to "\$10,000," you are not required to use the small purchase method unless the contract costs \$10,000 or more. The same is true for the Simplified Acquisition Threshold (changing \$150,000 to \$250,000).

What if you haven't adopted a local procurement policy that is compliant with UG requirements yet? If you've not yet adopted a local procurement policy that is compliant with UG requirements, you should do so as soon as possible to be compliant with the UG requirement that you have written procurement policies that are consistent with federal law. In developing your policy, I suggest you take advantage of the increased thresholds (\$10,000 and \$250,000).

I will update all the materials and resources relating to [federal procurement requirements](#) that are posted on the SOG's purchasing website. I anticipate having those materials updated by Tuesday of next week.

Please let me know if you have any questions.

Thanks,

Norma

June 21, 2018 1:30 PM EDT

[0](#)

- NC Finance Organizations
- [Carolinas Association of Governmental Purchasing \(CAGP\)](#)



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

OFFICE OF FEDERAL
FINANCIAL MANAGEMENT

June 20, 2018

M-18-18

MEMORANDUM FOR CHIEF FINANCIAL OFFICERS AND HEADS OF SMALL EXECUTIVE AGENCIES

FROM:

Tim Soltis

Deputy Controller, Office of Federal Financial Management

SUBJECT:

Implementing Statutory Changes to the Micro-Purchase and the Simplified Acquisition Thresholds for Financial Assistance

In accordance with recent statutory changes set forth in the National Defense Authorization Acts (NDAA) for Fiscal Years 2017 and 2018, this memorandum raises the threshold for micro-purchases under Federal financial assistance awards to \$10,000, and raises the threshold for simplified acquisitions to \$250,000 for all recipients. Further, it implements an approval process for certain institutions that want to request micro-purchase thresholds higher than \$10,000. Agencies are required to implement these changes in the terms and conditions of their awards, and recipients of existing Federal financial assistance awards may implement them in their internal controls.

Background

This memorandum applies to all Federal agencies, as defined at 5 U.S.C. § 551(1), that award grants or cooperative agreements. It implements changes to the micro-purchase and simplified acquisition thresholds for financial assistance under the NDAA for Fiscal Year (FY) 2017 and FY2018. The micro-purchase threshold refers to purchases of supplies or services using simplified acquisition procedures, not to exceed an established amount pursuant to the Office of Management and Budget (OMB) Governmentwide Guidance for Grants and Agreements ("Uniform Guidance") at 2 C.F.R. § 200.67 (Micro-purchase). The simplified acquisition threshold refers to purchases of property or services using small purchase methods not to exceed an established amount pursuant to 2 C.F.R. § 200.88 (Simplified acquisition threshold). For Federal financial assistance awards, these purchases are acquired for use by a Federal program. The NDAA for FY2017 increased the micro-purchase threshold from \$3,500 to \$10,000 for institutions of higher education, or related or affiliated nonprofit entities, nonprofit research organizations or independent research institutes (41 U.S.C. § 1908). The NDAA for FY2018 increases the micro-purchase threshold to \$10,000 for all recipients and also increases the simplified acquisition threshold from \$100,000 to \$250,000 for all recipients.

Implementing the NDAA for FY2017

Section 217(b) of the NDAA for FY2017 raises the micro-purchase threshold to \$10,000 for procurements under grants and cooperative agreements for institutions of higher education, or related or affiliated nonprofit entities, nonprofit research organizations or independent research institutes.¹

¹ Pub. L. No. 114-328 (codified at 41 U.S.C. § 1902(a)(2)).

The NDAA for FY2017 also establishes an interim uniform process by which these recipients can request and Federal agencies can approve requests to apply a higher micro-purchase threshold. Specifically, the 2017 NDAA allows a threshold above \$10,000 if approved by the head of the relevant executive agency. For purposes of this approval, the institution's cognizant Federal agency for indirect cost rates will be the relevant executive agency as defined in 2 C.F.R. § 200.19 (Cognizant agency for indirect costs). To receive a higher threshold, the institution must either have "clean single audit findings" (*i.e.*, in accordance with 2 C.F.R. § 200.520 - Criteria for a low-risk auditee), have an acceptable internal institutional risk assessment, or the higher threshold must be consistent with State law for public institutions.

Agencies should reflect this change through policy or terms and conditions in awards for those institutions. The effective date for this change was when the NDAA for FY2017 was signed into law on December 23, 2016. OMB intends to revise the Uniform Guidance to conform with the law.²

Process for Requesting a Higher Threshold Under the NDAA for FY2017

Requests for approval should be submitted to the institution's cognizant Federal agency for indirect cost rates; however, institutions should contact the agency before sending the request to determine the correct point of contact. The cognizant Federal agency will assign review of the request to the appropriate office within the agency to determine whether to approve, and will maintain records and justification of all approvals. The request should include the threshold level being requested and the justification(s) for it based on the criteria above per Section 217(b) of the NDAA for FY2017.

Implementing the NDAA for FY2018

This memorandum also implements provisions of the NDAA for FY 2018, Pub. L. No. 115-91, which became law on December 12, 2017. Specifically, section 806 raised the micro-purchase threshold from \$3,500 to \$10,000, and section 805 raised the simplified acquisition threshold from \$100,000 to \$250,000. Pursuant to 2 C.F.R. § 200.67 (Micro-purchase) and 2 C.F.R. § 200.88 (Simplified acquisition threshold), these higher thresholds are not effective until implemented in the Federal Acquisition Regulation (FAR) at 48 C.F.R. Subpart 2.1 (Definitions).³

In order to allow maximum flexibility for grant recipients in light of the changes to the NDAA for FY2018, OMB is granting an exception allowing recipients to use the higher threshold of \$10,000 for micro-purchases and \$250,000 for simplified acquisitions in advance of revisions to the FAR at 48 C.F.R. Subpart 2.1 and the Uniform Guidance. Pursuant to 2 C.F.R. § 200.102 (Exceptions), OMB may allow exceptions to the Uniform Guidance when exceptions are not prohibited by statute. The exception takes effect upon the date of issuance of this memo. Agencies should apply this exception to all recipients. Recipients should document any change based on this exception in accordance with 2 C.F.R. § 200.318 (General procurement standards).

If you have any questions regarding this memorandum, please contact Mary Tutman at Mary.E.Tutman@omb.eop.gov or Gil Tran at Hai_M._Tran@omb.eop.gov.

² The American Innovation and Competitiveness Act, Pub. L. No. 114-329, § 207(b) (2017) states that the Uniform Guidance shall be revised to conform with the requirements concerning the micro-purchase threshold.

³ Codified at 41 U.S.C. § 1902(f).

Uniform Guidance Procurement Policy For Vance County

I. Purpose

The purpose of this Policy is to establish guidelines that meet or exceed the procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used in whole or in part to pay for the cost of the contract.

II. Policy

- A. **Application of Policy.** This policy applies to contracts for purchases, services, and construction or repair work funded with federal financial assistance (direct or reimbursed). The requirements of this Policy also apply to any subrecipient of the funds.

All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

- B. **Compliance with Federal Law.** All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200.326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. Vance County will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the State of North Carolina or Vance County have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.
- C. **Contract Award.** All contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract.
- D. **No Evasion.** No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.
- E. **Contract Requirements.** All contracts paid for in whole or in part with federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.
- F. **Contractors' Conflict of Interest.** Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.

- G. **Approval and Modification.** The administrative procedures contained in this Policy are administrative and may be changed as necessary at the staff level to comply with state and federal law.

III. General Procurement Standards and Procedures:

The Requesting Department shall procure all contracts in accordance with the requirements of this Section of the Policy.

- A. **Necessity.** Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. The Requesting Department should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.
- B. **Clear Specifications.** All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.
- C. **Notice of Federal Funding.** All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.
- D. **Compliance by Contractors.** All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.
- E. **Fixed Price.** Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a “Not to Exceed” amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.
- F. **Use of Brand Names.** When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how to reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and “or equal” must be included in the description.
- G. **Lease versus Purchase.** Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.

H. Dividing Contract for M/WBE Participation. If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.

I. Documentation. Documentation must be maintained by the Requesting Department with a copy provided to the Finance Department detailing the history of all procurements. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.

J. Cost Estimate. For all procurements costing ~~\$150~~\$250,000 or more, the Requesting Department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.

K. Contract Requirements. The Requesting Department must prepare a written contract incorporating the provisions referenced in Section II.C of this Policy.

L. Debarment. No contract shall be awarded to a contractor included on the federally debarred bidder's list.

M. Contractor Oversight. The Requesting Department receiving the federal funding must maintain oversight of the contract to ensure that contractor is performing in accordance with the contract terms, conditions, and specifications.

N. Open Competition. Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for "or equal" products, or other unnecessary requirements that have the effect of restricting competition.

O. Geographic Preference. No contract shall be awarded solely on the basis of a geographic preference.

IV. Specific Procurement Procedures

The Requesting Department shall solicit bids in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

A. Service Contracts (except for Architectural or Engineering (A/E) professional services) and **Purchase Contracts** costing less than \$3,500~~\$10,000~~ shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)) as follows:

1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
2. To the extent practicable, purchases must be distributed among qualified suppliers.

B. Service Contracts (except for A/E professional services) and **Purchase Contracts costing ~~\$3,500~~10,000 up to \$90,000** shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:

1. Obtain price or rate quotes from an “adequate number” of qualified sources (a federal grantor agency might issue guidance interpreting “adequate number,” so the Requesting Department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
3. Cost or price analysis is not required prior to soliciting bids.
4. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).
5. Award the contract to the lowest responsive, responsible bidder.

C. Service Contracts (except for A/E professional services) and **Purchase Contracts costing \$90,000 and above** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:

1. Cost or price analysis is required prior to soliciting bids.
2. Complete specifications or purchase description must be made available to all bidders.
3. The bid must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for “sound documented reasons.”
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
5. Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
6. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. Governing board approval is required for purchase contracts unless the governing board has delegated award authority to an individual official or employee. Any and all bids may be rejected only for “sound documented reasons.”

D. Service Contracts (except for A/E professional services) **costing ~~\$150~~250,000 and above** may be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(d)) when the “sealed bid” procedure is not appropriate for the particular type of service being sought. The procedures are as follows:

1. A Request for Proposals (RFP) must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an “adequate number” of qualified firms.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify evaluation criteria and relative importance of each criteria (criteria weight) in the RFP.
4. Consider all responses to the publicized RFP to the maximum extent practical.
5. Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
6. Award the contract to the responsible firm with most advantageous proposal taking into account price and other factors identified in the RFP. Governing board approval is not required.
7. Award the contract on a fixed-price or cost-reimbursement basis.

E. Construction and repair contracts costing less than \$3,50010,000 shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)) as follows:

1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
2. To the extent practicable, contracts must be distributed among qualified suppliers.

F. Construction and repair contracts costing \$3,50010,000 up to \$150250,000 shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:

1. Obtain price or rate quotes from an “adequate number” of qualified sources (a federal grantor agency might issue guidance interpreting “adequate number,” so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
3. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
4. Award the contract on a fixed-price or not-to-exceed basis.
5. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required.

G. Construction and repair contracts costing \$150250,000 up to \$500,000 shall be procured using the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Publically advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.

4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm fixed-price basis.
8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required. Any and all bids may be rejected only for “sound documented reasons.”

H. Construction and repair contracts costing \$500,000 and above shall be procured using a combination of the most restrictive requirements of the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate should be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Formally advertise the bid in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for “sound documented reasons.”
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of 3 bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the 3-bid minimum requirement). Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm fixed-price basis.
8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is required and cannot be delegated. The governing board may reject and all bids only for “sound documented reasons.”

I. Construction or repair contracts involving a building costing \$300,000 and above must comply with the following additional requirements under state law:

1. Formal HUB (historically underutilized business) participation required under G.S. 143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.
2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143-128(a).
3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. 143-129(a1).

J. Contracts for Architectural and Engineering Services costing under \$150250,000 shall be procured using the state “Mini-Brooks Act” requirements (G.S. 143-64.31) as follows:

1. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. § 200.321.
3. Evaluate the qualifications of respondents based on the evaluation criteria developed by the Purchasing Department and/or Requesting Department.
4. Rank respondents based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
5. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.
6. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.

K. Contracts for Architectural and Engineering Services costing \$150250,000 or more shall be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(d)(5)) as follows:

1. Publically advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ.
4. Proposals must be solicited from an “adequate number of qualified sources” (an individual federal grantor agency may issue guidance interpreting “adequate number”).
5. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
6. Consider all responses to the publicized RFQ to the maximum extent practical.
7. Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
8. Price cannot be a factor in the initial selection of the most qualified firm.
9. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.
10. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.

V. Exceptions

Non-competitive contracts are allowed *only* under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

- A. Sole Source.** A contract may be awarded without competitive bidding when the item is available from only one source. The Purchasing Department and/or Requesting Department shall document the justification for and lack of available competition for the item. A sole source contract must be approved by the governing board.
- B. Public Exigency.** A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.
- C. Inadequate Competition.** A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.
- D. Federal Contract.** A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.
- E. Awarding Agency Approval.** A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with state law.

Approved June 4, 2018.

Revised July 2, 2018



Small Business
Energy Saver

Duke Energy Progress Small Business Energy Saver Program

Energy Efficiency Proposal

Presented to:

VANCE COUNTY JAIL
Sherry Moss (Project Manager)
Vance County Jail
516 Breckenridge st

Henderson, NC 27536
(252) 738-2005
smoss@vancecounty.org

Presented by:

Thomas DeViscio
Energy Service Representative
LIME ENERGY SERVICES CO.
16810 Kenton Drive,
Suite 240
Huntersville, NC 28078
984-209-9000
tdelviscio@lime-energy.com



Contents:

- 2 Summary
- 3 Payment Options
- 4 Scope of Work
- 10 Delivery Plan
- 11 Participation Agreement
- 14 Payment Information

Accept this proposal today to join over
10,000 businesses that have already
upgraded and started to save on their
bottom line!

Summary

Your business could spend up to **\$16,041** less on energy per year if you take advantage of our energy efficiency upgrades .

VALUE ADDED BENEFITS



Reduce

Maintenance Costs



Enhance

Employee Productivity



Increase

Customer Comfort to Improve Sales



Improve

Workplace Safety and Reduce Potential Hazards

EST. INCOME EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*



Savings after

1 Month.....

\$1,336.73



Savings after

1 Year.....

\$16,040.82

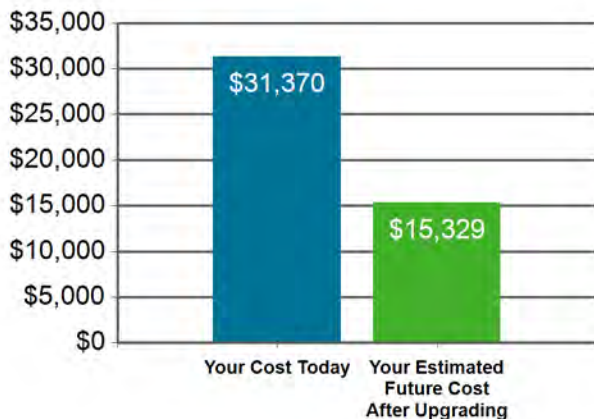


Savings after

5 Years.....

\$80,204.08

Estimated Annual Lighting Cost Comparison



Total Upgrade Cost	\$61,836.92
Utility Incentive (65%)	\$40,102.04
Your Cost (35%)	\$21,734.88
Est. Annual Savings*	\$16,040.82/yr
Est. Investment Payback**	16 Months
Est. 1st Yr Return on Investment	74%

*Estimated savings in dollars is based on a rate of \$0.088 per kWh applied to projected kWh savings amounts. See Scope of Work for a detailed breakdown of kWh energy savings.

** Estimated Investment Payback is the amount of time it is expected to take to recover the project's investment through energy savings, dividing initial installed cost by the annual energy cost savings.

Payment Options

Option 1: Lump Sum Payment - Best Option!

Est. Investment Payback *	15
Est. 1st year return on investment	83%
Deposit (0%)	\$0.00
Total Payment	\$19,430.62

10.60% discount of **\$2,304.26** if you pay upgrade in full after completion

*Estimated Investment Payback is the amount of time it is expected to take to recover the project's investment through energy savings, dividing initial installed cost by the annual energy cost savings.

Option 2: Extended Payment - 12 Payments

12 Month Extended Payment *	\$1,811.24 per month
Deposit (0%)	\$0.00
Total Payment	\$21,734.88
Monthly Cash Flow	(\$474.51)

* **12 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twelve (12) monthly payments of \$1,811.24** per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Section 4b hereof.

Option 3: Extended Payment - 24 Payments

24 Month Extended Payment*	\$905.62 per month
Deposit (0%)	\$0.00
Total Payment	\$21,734.88
Monthly Cash Flow	\$431.11

* **24 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twenty-four (24) monthly payments of \$905.62** per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Section 4b hereof.

Option 4: DLL Financing Options

Term	36 Months	48 Months	60 Months
Monthly Savings	\$1,336.73	\$1,336.73	\$1,336.73
Monthly Payment	\$622.33	\$484.82	\$401.09
Monthly CashFlow	\$714.40	\$851.91	\$935.64

Payment plans are offered by (the "Lender"). Participating Customer must qualify separately.

Scope of Work

Building: VANCE COUNTY JAIL		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
1	Floor 1: Lobby/offices/bathrooms	A 2x4, 4-Lamp T12 Fluorescent Fixture	13	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	13	Watts: 1,794 Est. Hours: 2,607 kWh:4,677
2	Floor 1: Lobby/offices/bathrooms	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	6	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	6	Watts: 411 Est. Hours: 2,607 kWh:1,072
3	Floor 1: Visitation area	A 2x4, 4-Lamp T12 Fluorescent Fixture	3	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	3	Watts: 414 Est. Hours: 2,086 kWh:863
4	Floor 1: Visitation area	A 1x4, 4-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	2	Watts: 248 Est. Hours: 2,086 kWh:517
5	Floor 1: Office storage	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	1	Watts: 68 Est. Hours: 1,043 kWh:71
6	Floor 1: Processing	A 2x4, 4-Lamp T12 Fluorescent Fixture	11	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	11	Watts: 1,518 Est. Hours: 8,760 kWh:13,298
7	Floor 1: Processing	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	6	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	6	Watts: 411 Est. Hours: 8,760 kWh:3,600
8	Floor 1: Sally Port	A 1x8, 4-Lamp T12 Fluorescent Fixture	6	will be Retrofit with a 4-Lamp Electronic Normal Power Ballast and (4) 4' T8 LED Lamps.	6	Watts: 684 Est. Hours: 4,380 kWh:2,996
9	Floor 1: Sally Port	A 2x4, 4-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	2	Watts: 276 Est. Hours: 1,043 kWh:288
10	Floor 1: Exit signs	An Exit Sign Containing (1) 40w Incandescents	18	NF 2 watt LED 6" universal exit sign white, red letters	18	Watts: 684 Est. Hours: 8,760 kWh:5,992

Building: VANCE COUNTY JAIL		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
11	Floor 1: Processing	A 2x4, 4-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	2	Watts: 276 Est. Hours: 2,607 kWh:720
12	Floor 1: Processing	A 2x4, 4-Lamp T12 Fluorescent Fixture	3	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	3	Watts: 414 Est. Hours: 8,760 kWh:3,627
13	Floor 1: Processing	A 2x4, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Normal Power Ballast and (2) 4' T8 LED Lamps.	1	Watts: 58 Est. Hours: 8,760 kWh:508
14	Floor 1: Admin area	A 2x4, 4-Lamp T12 Fluorescent Fixture	4	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	4	Watts: 552 Est. Hours: 8,760 kWh:4,836
15	Floor 1: Admin baths	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	2	Watts: 137 Est. Hours: 1,043 kWh:143
16	Floor 1: Admin area	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	7	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	7	Watts: 479 Est. Hours: 8,760 kWh:4,200
17	Floor 1: Admin area	A 2x4, 4-Lamp T12 Fluorescent Fixture	6	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	6	Watts: 828 Est. Hours: 2,607 kWh:2,159
18	Floor 1: Annex hallway C3	A 2x4, 4-Lamp T8 NP Fluorescent Fixture	7	will be Retrofit with a 4-Lamp Electronic Normal Power Ballast and (4) 4' T8 LED Lamps.	7	Watts: 308 Est. Hours: 8,760 kWh:2,698
19	Floor 1: Chase Plumbing room	A 1x4, 2-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	2	Watts: 126 Est. Hours: 8,760 kWh:1,104
20	Floor 1: C3 Cells	A 2x4, 2-Lamp T8 NP Fluorescent Fixture	22	will be Retrofit with a 2-Lamp Electronic Normal Power Ballast and (2) 4' T8 LED Lamps.	22	Watts: 528 Est. Hours: 8,760 kWh:4,625

Building: VANCE COUNTY JAIL		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
21	Floor 1: Annex hallway C3	A 2x4, 2-Lamp T8 NP Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Normal Power Ballast and (2) 4' T8 LED Lamps.	1	Watts: 24 Est. Hours: 1,043 kWh:25
22	Floor 1: Main Hall	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	4	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	4	Watts: 274 Est. Hours: 8,760 kWh:2,400
23	Floor 1: Main Hall	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	10	will be Retrofit with a 2-Lamp Electronic Normal Power Ballast and (2) 4' T8 LED Lamps.	10	Watts: 240 Est. Hours: 8,760 kWh:2,102
24	Floor 1: Main visitation	A 1x4, 4-Lamp T12 Fluorescent Fixture	7	will be Retrofit with a 4-Lamp Electronic Normal Power Ballast and (4) 4' T8 LED Lamps.	7	Watts: 798 Est. Hours: 2,086 kWh:1,664
25	Floor 1: Main nursing	A 2x4, 4-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	2	Watts: 276 Est. Hours: 2,607 kWh:720
26	Floor 1: F Dorm	A 2x4, 4-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	2	Watts: 276 Est. Hours: 8,760 kWh:2,418
27	Floor 1: F Dorm	A 2x4, 2-Lamp T12 Fluorescent Fixture	11	will be Retrofit with a 2-Lamp Electronic Normal Power Ballast and (2) 4' T8 LED Lamps.	11	Watts: 638 Est. Hours: 8,760 kWh:5,589
28	Floor 1: E dorm	A 2x4, 3-Lamp T8 NP Fluorescent Fixture	7	will be Retrofit with a 3-Lamp Electronic Normal Power Ballast and (3) 4' T8 LED Lamps.	7	Watts: 269 Est. Hours: 6,570 kWh:1,771
29	Floor 1: E dorm	A 2x4, 4-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	1	Watts: 138 Est. Hours: 8,760 kWh:1,209
30	Floor 1: Laundry room/area	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	4	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	4	Watts: 274 Est. Hours: 8,760 kWh:2,400

Building: VANCE COUNTY JAIL		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
31	Floor 1: Laundry room/area	A 1x8, 4-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 4-Lamp Electronic Normal Power Ballast and (4) 4' T8 LED Lamps.	1	Watts: 114 Est. Hours: 2,607 kWh:297
32	Floor 1: Laundry room/area	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	4	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	4	Watts: 274 Est. Hours: 8,760 kWh:2,400
33	Floor 1: Auditorium	A 2x4, 4-Lamp T12 Fluorescent Fixture	4	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	4	Watts: 552 Est. Hours: 1,043 kWh:576
34	Floor 1: Laundry room/area	A 2x4, 4-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	2	Watts: 276 Est. Hours: 2,607 kWh:720
35	Floor 1: Maintenance office	A 2x4, 4-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	1	Watts: 138 Est. Hours: 2,607 kWh:360
36	Floor 1: Kitchen	A 2x4, 4-Lamp T12 Fluorescent Fixture	20	will be Retrofit with a 4-Lamp Electronic Normal Power Ballast, (1) 1x8 Pan Retrofit Kit, and (4) 4' T8 LED Lamps.	20	Watts: 2,280 Est. Hours: 5,110 kWh:11,651
37	Floor 1: Kitchen	A 2x4, 2-Lamp T12 Fluorescent Fixture	9	will be Retrofit with a 2-Lamp Electronic Normal Power Ballast and (2) 4' T8 LED Lamps.	9	Watts: 522 Est. Hours: 5,110 kWh:2,667
38	Lower level C2: Main hall	A 1x4, 4-Lamp T8 NP Fluorescent Fixture	6	will be Retrofit with a 4-Lamp Electronic Normal Power Ballast and (4) 4' T8 LED Lamps.	6	Watts: 264 Est. Hours: 8,760 kWh:2,313
39	Lower level C2: Main hall	A 1x4, 4-Lamp T8 NP Fluorescent Fixture	7	will be Retrofit with a 4-Lamp Electronic Normal Power Ballast and (4) 4' T8 LED Lamps.	7	Watts: 308 Est. Hours: 8,760 kWh:2,698
40	Lower level C2: C2 area	A 2x4, 2-Lamp T12 Fluorescent Fixture	18	will be Retrofit with a 2-Lamp Electronic Normal Power Ballast and (2) 4' T8 LED Lamps.	18	Watts: 1,044 Est. Hours: 8,760 kWh:9,145

Building: VANCE COUNTY JAIL		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
41	Lower level C2: C2 area	A 1x4, 4-Lamp T12 Fluorescent Fixture	4	will be Retrofit with a 4-Lamp Electronic Normal Power Ballast and (4) 4' T8 LED Lamps.	4	Watts: 456 Est. Hours: 8,760 kWh:3,995
42	Lower level C2: C2 area	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	1	Watts: 63 Est. Hours: 2,607 kWh:164
43	Lower level C2: C2 booth	A 2x4, 4-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	2	Watts: 276 Est. Hours: 1,043 kWh:288
44	Lower level C2: A, B, C, D dorms	A 400w Metal Halide Fixture	20	No Retrofit	20	Watts: 0 Est. Hours: 6,570 kWh:0
45	Lower level C2: A, B, C, D dorms	A 2x4, 2-Lamp T8 NP Fluorescent Fixture	56	will be Retrofit with a 2-Lamp Electronic Normal Power Ballast and (2) 4' T8 LED Lamps.	56	Watts: 1,344 Est. Hours: 8,760 kWh:11,773
46	Lower level C2: A, B, C, D dorms	A 2x4, 2-Lamp T8 NP Fluorescent Fixture	56	will be Retrofit with a 2-Lamp Electronic Normal Power Ballast and (2) 4' T8 LED Lamps.	56	Watts: 1,344 Est. Hours: 6,570 kWh:8,830
47	Lower level C2: C2 area	A 2x4, 2-Lamp T8 NP Fluorescent Fixture	6	will be Retrofit with a 2-Lamp Electronic Normal Power Ballast and (2) 4' T8 LED Lamps.	6	Watts: 144 Est. Hours: 6,570 kWh:946
48	Lower level C2: Juv area	A 2x4, 2-Lamp T8 NP Fluorescent Fixture	9	will be Retrofit with a 2-Lamp Electronic Normal Power Ballast and (2) 4' T8 LED Lamps.	9	Watts: 216 Est. Hours: 6,570 kWh:1,419
51	Exterior: Pole Lights	A 400w Metal Halide Fixture	18	will be replaced with a new 80 Watt LED Pole Mount Area Light type III, Bronze, 5000K	18	Watts: 6,804 Est. Hours: 4,380 kWh:29,802
51	Exterior: Pole Lights			Exterior fixture twist lock shorting cap	18	Watts: 0 Est. Hours: 0 kWh:0

Building: VANCE COUNTY JAIL		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
52	Exterior: Wallpacks	A 400w Metal Halide Fixture	5	will be replaced with a New LED 60W Wall Pack, 5000k, Carbon Bronze	5	Watts: 1,990 Est. Hours: 4,380 kWh:8,716
53	Exterior: Wallpacks	A 400w Metal Halide Fixture	3	will be replaced with a New LED 60W Wall Pack, 5000k, Carbon Bronze	3	Watts: 1,194 Est. Hours: 4,380 kWh:5,230
55	Exterior: Wallpacks	Lift Required for installation	1	Articulating Lift Rental 2 Week	1	Watts: 0 Est. Hours: 4,380 kWh:0
56	Exterior: Wallpacks	Lift Required for installation	1	Lift Delivery	1	Watts: 0 Est. Hours: 4,380 kWh:0

Non-Incentivized Scope of Work

Line	Location	Item	Qty	Price
54	Floor 1: Misc charge for tamper proff fixtures	Add Subcontractor Labor	3610	\$3,610.00

Total Purchase Price Inclusive of non-incentivized scope of work.	\$59,532.66
Project Incentive Duke Energy project incentive paid directly to Lime Energy.	\$40,102.04
Customer Price Balance to be paid by Participating Customer directly to Company	\$19,430.62
Total Est. kW Savings *	33.026
Total Est. kWh Savings **	182,282

* 1000 Watts = 1 kW

** Est kWh Savings = Est. kW Savings x Est. Hours of Operation.

Delivery Plan

Your Energy Savings - Simplified

By participating in this program your business has the opportunity to save energy and improve your bottom line. The Small Business Energy Saver demonstrates Duke Energy's commitment to affordable and broad reaching solutions that simplify energy efficiency decisions for all customers. Our team's goal is to ensure the process of saving energy is as easy as 1-2-3.

1. Preparation

Once the participation agreement is complete, your project is setup and equipment is ordered. Based on the availability of the new equipment and the size of your project, orders typically arrive within 3-6 weeks.

2. Installation

Once the material arrives, your local installation contractor will call and schedule a convenient installation date. The day prior to your scheduled installation appointment, the installation contractor will contact you to confirm the appointment. On installation day, the contractor will review the scope of work and safety requirements with you, and proceed to perform the installation with as minimal an impact as possible to your operations.

3. Completion

Upon completion of the work, the Contractor will request a signed Project Completion Form to validate that the project was completed per the participation agreement and that you are completely satisfied.

Support and Warranty

We are here to help every step of the way. To check in on the status of your project or request equipment warranty support, please call the Small Business Energy Saver Team anytime at:

855-232-1042
www.sbeswarranty.com

The Small Business Energy Saver team is committed to 100% customer satisfaction. We will send you a satisfaction survey to collect information on your overall experience. We are always seeking to improve the program and your feedback is very important to us.

Thank you for your participation in the program and for your commitment to saving energy!

Participation Agreement

Business Name:	VANCE COUNTY JAIL
Billing Address:	516 Breckenridge st Henderson NC 27536
Duke Energy Customer Name:	Vance County Jail
Facility Address:	516 Breckenridge st, Henderson, NC, 27536
Phone: (252) 738-2005	Fax:
E-Mail Address:	smoss@vancecounty.org
Lime Energy Project Number:	PRG00205315.1

PARTICIPATING CUSTOMER

Signature:

Date:

Print Name:

Title:

SUMMARY OF PROPOSAL PURCHASE PRICE

Final Purchase Price	\$59,532.66
Project Incentive Duke Energy project incentive paid directly to Lime Energy.	\$40,102.04
Customer Deposits	\$0.00
Customer Balance	\$19,430.62

This Participation Agreement constitutes a contract between the individual or entity listed below in the box labelled Participating Customer (the Participating Customer) and Lime Energy Services Co. (the "Company" and with the Participating Customer, a "Party" and together the "Parties"). By signing below, the Participating Customer agrees to the applicability of the terms and conditions set forth herein. An updated energy assessment may be required if the proposed scope of work is not accepted and this Participation Agreement executed within 45 days.

PAYMENT TERMS

Number of Months	1
Monthly Payment Amount	\$19,430.62
Discounted Customer Price	\$19,430.62

Monthly Payment Amount is approximate. The actual Monthly Payment Amount will be specified in the Financing Agreement between Participating Customer and Lender.

LIME ENERGY SERVICES CO.

Name:	Thomas DelViscio
Title:	Energy Service Representative
Address:	16810 Kenton Drive, Suite 240 Huntersville, NC 28078
Telephone/Fax:	(984)209-9000 / (704) 892-5907
Email:	tdeviscio@lime-energy.com

The Participating Customer pays its cost contribution to Lime Energy Services Co. ("Company") by (check one):

- ☒ **Lump Sum Payment.** Initial Payment of \$0.00 upon signing this Participation Agreement, with the remaining balance of \$19,430.62 paid upon completion of the Work. By paying in a lump sum Customer will receive an additional 0.00% discount off of the remaining balance.
- ☐ **12 Payments.** Participating Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$1,811.24 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Section 4b hereof.
- ☐ **24 Payments.** Participating Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twenty-four (24) monthly payments of \$905.62 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Section 4b hereof.
- ☐ **DLL Financing Option.** Participating Customer payments over time will be made in accordance with Financing Agreement between Participating Customer and Lender.

CERTIFICATION STATEMENT Participating Customer certifies that the information provided in this Participation Agreement is true and accurate and that they are financially responsible for payment of the Duke Energy bill for the Duke Energy Customer Name and Facility Address referenced above. Participating Customer further certifies that the Measures described in this Participation Agreement have or will be installed in the Premises owned by the Participating Customer and the equipment installed will not be removed and resold. The Measures together with all proceeds of the purchase price (as defined in the Extended Payment Terms and Conditions attached hereto and incorporated herein) will be used for commercial and not for consumer household or family purposes. If the Participating Customer does not own the Premises, Participating Customer hereby represents and warrants that it has obtained all necessary consents and authorizations for the Work, including, without limitation, consent from the owner of the Premises. Participating Customer shall solely be liable for the Work done at the Premises, whether or not owned by Participating Customer, and the Company shall look solely to Participating Customer and not the owner of the Premises, for performance of Participating Customer's obligations hereunder. Participating Customer acknowledges that the rights in this Participation Agreement shall be binding upon Participating Customer's successors and permitted assigns. Participating Customer agrees to incorporate this Participation Agreement by reference in leases, sales contracts, or other similar documents relating to the end use and ownership of the Premises.

Participation Agreement

1. Program and Measure Installation:

Lime Energy Services Co. (the "Company") will install, in a good and workmanlike manner, the measures described in the Scope of Work, (the "Measures"). The Company shall use commercially reasonable efforts to install the Measures within thirty (30) days of the participating customer (the "Participating Customer") signing this Small Business Energy Saver Program Participation Agreement (this "Agreement"). The Company shall furnish all preliminary audit requirements, labor, equipment, materials and such other items reasonably required for the installation of the Measures (collectively, the "Work") unless noted as an exception on Proposed Scope of Work. The Work to be provided under the Small Business Energy Saver Program (the "Program") is limited to work directly associated with the evaluation and installation of Measures and shall in no way include work by the Company in connection with the correction of any existing safety issues or building code violations, whether apparent or hidden, nor shall Company or the Installation Contractor be obligated to identify or notify Participating Customer of any such safety issues or building code violations. An independent contractor (the "Installation Contractor") shall be hired by the Company to install the Measures at Participating Customer's property (the "Premises"). The Installation Contractor shall permanently disable (make them unfit for reuse) all lamps replaced pursuant to this Participation Agreement. The disposal of any lighting equipment which is removed as a part of the Work will be the responsibility of the Company. When undertaking the installation, the Installation Contractor or the Company, at their sole discretion, may choose not to make the installation of the Measures for reasons related to safety, health concerns, code violations, discovery of unforeseen conditions, the presence of asbestos or other reasons that may result in higher than anticipated installation costs. Notwithstanding anything to the contrary herein, the Company reserves the right to amend or rescind and terminate the offer set forth in this Agreement at any time, including after the execution of this Agreement, if in the Company's sole discretion, the cost, timing or availability of products or services regarding this Agreement changes or if there are changes materially that require Measures that are not approved for the Program incentives. The Company shall provide the Participating Customer notice of such amendment or rescission and termination by email, in person, or by phone. All Work shall be performed during normal business hours, Monday through Friday unless the Participating Customer, Company and Installation Contractor agree otherwise. In this case the Company shall not be entitled to any additional compensation for Work performed outside of such normal business hours unless agreed to in writing between the Company and Participating Customer. The Company shall use commercially reasonable efforts to make timely delivery and installation of equipment. In no event will the Company be responsible for lost or reduced savings or financial incentives due to delays in completion of the Work. In the event that the Work spans multiple days, the Installation Contractor may store equipment and materials at the Participating Customer's facility. Title to equipment and material shall remain with the Company until it is fully paid for by Participating Customer. Risk of loss for equipment and material shall pass to Participating Customer at the time equipment and/or material is delivered to the Premises. Customer shall provide Company and Installation Contractor with reasonable access to all necessary areas of the Premises during agreed upon days and hours.

The Company or Installation Contractor may discover a condition at the premises that prohibits installation of certain Measures, a condition that requires installation of additional measures, and/or a condition that requires different quantities of certain Measures. These additional Measures may include Measures that were omitted from the original Proposed Scope of Work due to certain conditions including but not limited to missed rooms, miscounts, code violations, or other unforeseen omissions, collectively to be known as "the Amended Measures." In the event that the Company or Implementation Contractor discovers a condition the requires Amended Measures, the participating Customer hereby consents to allow Company to install or cause to be installed (through the Installation Contractor) such Amended Measures without further notice to or authorization from Participating Customer, provided that the installation of the Amended Measures does not increase the Customer Price by more than ten percent (10%). Following the installation of any Amended Measures, the Company shall provide the Participating Customer with a Revised Scope of Work that lists the Amended Measures and their corresponding energy savings metrics. In the case of a Measure that was not installed due to a condition on or at the Premises, the Revised Scope of Work shall note that such Measure was not installed. In the event that the installation of any Amended Measures will increase the Customer Price by more than ten percent (10%), then Company shall notify the Participating Customer and shall obtain written approval from the Participating Customer before proceeding with or directing any installation of the Amended Measure(s). If the actual cost at completion of the installation is less than the estimated cost, or if the Company chooses not to install Measures in accordance with this agreement, the Company shall adjust the Participating Customer's contribution and the final invoice accordingly. If the Participating Customer has selected an Extended Payment Option, the customer's monthly payment shall be adjusted to reflect any applicable decrease in the total amount due from Participating Customer.

2. Warranty and Disclaimers:

The Company shall provide the following warranties against all defects in material or workmanship, unless caused by the action or inaction of the Participating Customer, its agents, subcontractors, vendors or such other party under the control of the Participating Customer:

- a. **Workmanship Warranty** – The Company shall warranty all workmanship for a period of one (1) year from the completion date of the Work. Participating Customer's sole remedy with respect to such warranty shall be Company's repair of any defective installation.
- b. **Material Warranty** - For all material defects the Company will pass through the material warranty periods provided by the manufacturer or distributor of any material or equipment installed by Company at the Premises as part of the Work. The Company will act on the Participating Customer's behalf to get replacement product or credit for any material or equipment that fails within the warranty period. Manufacturer warranty periods for eligible equipment from the date of installation are as follows: Lamps – 1 year; LED Exit Signs – 10 years; Ballasts – 5 years; Fixtures – 1 year; Occupancy Sensors – 5 years; LED lamps – 5 years; LED fixtures – 5 to 10 years (depending on type/manufacturer); LED wall packs – 5 to 10 years (depending on type/manufacturer); LED Screw-ins – 5 years
- c. **Energy Savings Disclaimer** - Neither Duke Energy Progress nor the Company guarantees that the installed Measures will save any level of energy or result in the reduction in Customer's electric utility bill. For lighting improvements, estimated kilowatt hour energy savings displayed in this Agreement are calculated according to the wattage saved per line in the Proposed Scope of Work multiplied by the annual hours of use per line that were indicated at the time of the energy assessment.

The Company makes no other warranties, whether express or implied, with respect to the Work, including without limitation, all warranties with respect to merchantability and fitness for a particular purpose.

Dimmer Disclosure: LED's proposed for installation on lighting circuits with existing dimmers, as detailed in the scope of work under this contract, may require the installation of an LED-compatible dimmer(s). Lime Energy does not guarantee operation of LED's on lighting circuits currently operated by existing dimmer(s), nor their compatibility with newly installed dimmer(s), and is not responsible for any costs incurred by dimmer replacement(s) or installation thereof.

Construction or Product Warranty Questions

For participating SBES customers, please call **1.855.232.1042** or visit **www.sbeswarranty.com** for any construction questions and/or warranty related issues.

3. Confidentiality:

Without limiting the generality or specificity of any other provision of this Participation Agreement or any other agreement between Participating Customer and Company, Company and any subcontractor of Company's agrees to comply with all applicable laws, rules and regulations regarding the use, disclosure, protection and safeguarding of personally identifiable information ("PII") that Company creates or receives from or on behalf of Duke Energy Progress Carolinas, LLC (Duke Energy) relating to the Work. Company shall only use PII for the purpose of providing the Work and will not use or disclose PII for any other purpose, including Company's own purposes.

Except to the extent necessary to provide the Work, Company shall not use PII to create any de-identified or aggregated data without prior written consent of the Participating Customer. Company shall comply with and conform to recognized common body of knowledge standards and best practices regarding information security relating to sensitive data such as PII. Company will use and disclose only the minimum necessary amount of PII to accomplish the intended purpose of the Work. Company will employ administrative, physical, and technical safeguards to prevent the unauthorized use, insecure disclosure, compromise, or loss of PII. Upon completion of the Work, Company shall return or destroy all PII, keep no copies of PII, and certify in writing to the Participating Customer that such return or destruction is complete. Company will immediately report to Participating Customer any suspected or actual security incident involving any systems containing PII and any use, disclosure, compromise, or loss of PII not authorized under this Participation Agreement. Company will fully cooperate with Participating Customer in response to any such incident. Company will report to Participating Customer and fully cooperate with Participating Customer in responding to any complaints or questions regarding Company's or Duke Energy's privacy practices regarding PII. Company shall comply with all privacy and security policies relating to PII of Duke Energy that Duke Energy provides to Company. Company agrees to defend, indemnify and hold harmless Duke Energy and Participating Customer and their respective parent, officers, directors, agents, affiliates, distributors, franchisees and employees against any loss, proceeding, lawsuit, claim, demand, damage, expense, or cost, including reasonable attorneys' fees (including allocated costs for in house legal services) ("Liabilities") arising out of any act or omission related to or a failure of Company to comply with the terms of this section of the Participation Agreement. In the event of any conflict between the indemnification provision in this section and any other indemnification provision(s) in the Participation Agreement, the indemnity provision more specific to the Liabilities shall apply.

Participation Agreement

4. Equipment and Customer Contribution:

- a. The estimated cost of the installation including the estimated Participating Customer's contribution is itemized on Proposal. The Participating Customer may choose one of the payment options as set forth on the Proposal. The Company shall have sole discretion in determining whether to approve Participating Customer for extended payment terms, and Participating Customer shall provide all information reasonably requested by the Company with respect to making any such determination. The Company reserves the right to receive and review credit profiles on the participating customer when deciding whether to approve extended payment terms.
- b. In the event that one of the two options for Extended Payment Options or the DLL Financing Option is selected the Extended Payment terms and conditions attached hereto shall be incorporated herein. To the extent not prohibited by law, Lime Energy may deny at its absolute discretion, all or specific plan pricing options which may include a commercial credit check. If Lime Energy or Lender, as the case may be, determines, in its absolute discretion, that the customer's credit has deteriorated or has otherwise placed customer's repayment of the Account Balance at risk, the project may not be initiated. Lime Energy will notify the customer and return any deposit or monies paid to Lime Energy within 30 days for the specific project. In the event of a conflict between the terms and conditions of the Program Participation Agreement and the Extended Payment Terms and Conditions, the terms and conditions of the Extended Payment Terms and Conditions shall prevail.
- c. If you have not paid your Lump Sum Account Balance in full within 45 days from the completion of the project, as determined by Lime Energy, your account is in default. If you are in default, you will forfeit any previously agreed upon discounts, including Lump Sum pricing, and must immediately pay your total portion of the unpaid Instalment pricing project cost Account Balance in addition to a monthly Service (Finance) Charge fee equal to 1.50% of the Account Balance. If the minimum Instalment payment due is not paid for three (3) consecutive periods and the Account Balance is greater or equal to the sum of those three (3) minimum required payments as determined by their Due Dates, your account is in default and you must immediately pay your total portion (all past due and future amounts) of the unpaid pricing project cost Account Balance in addition to a monthly Service (Finance) Charge fee equal to 1.50% of the total past due Account Balance. A Returned Payment Fee in the amount of \$50.00 will be charged to your Account by Lime Energy for each payment on your Account, either by, credit card, ACH, check or other means, that is returned to Lime Energy unpaid and/or dishonored. Upon project completion, any changes to the original scope of work and associated costs will be documented and reflected in the close out process and reflected in the Project Completion Form, including any required changes to the Extended Payment Terms and Conditions.

Customer also acknowledges that the total amount due from Customer may be increased (or decreased) due to and in accordance with Section 1 hereof. Should the total amount due from Customer be increased or decreased pursuant to Section 1, Customer understands that his/her monthly payment (if Customer has selected one of the Extended Payment Options or the DLL Financing Option) will be automatically increased or decreased to reflect the adjusted (increased or decreased) total amount due over the applicable payment term. Customer hereby consents to and agrees to a relevant adjustment in his/her monthly payment obligation without further notice from Company.

- d. Any amount due from Participating Customer and not received by Company within 30 days of its due date shall bear interest at the rate of one and one-half percent (1.50%) per month from the date such invoice was originally due to Company.
- e. Participating Customer shall pay Company or Lender, as the case may be, all costs and expenses including reasonable attorney fees and/or collection agency fees incurred in collection of any past due amounts.

5. Follow-up Visits and On Site Monitoring:

The Company, Duke Energy Progress or agents of either party reserve the right to make a reasonable number of both pre-installation and post-installation follow-up visits during the 36 months following the completion date of the Work. Such visit(s) will be at a time convenient to the Participating Customer. The purpose of the follow-up visit(s) is to provide the Company and Duke Energy Progress with an opportunity to evaluate the installed Measures in order to determine the actual kW reduction and energy savings for program evaluation purposes.

6. Indemnification from Participating Customer:

As part of agreeing to participate in the Program, which includes financial incentives to reduce the Participating Customer's net project costs, the Participating Customer shall protect, indemnify, and hold harmless the Company, Lender (if applicable) and Duke Energy Progress (including their parent, officers, directors, agents, affiliates, distributors, franchisees and employees) from and against any and all claims, demands, suits, actions or causes of action, liabilities, losses, damages, judgments, settlements, penalties, costs and expenses (including without limitation, attorney's fees and expenses) (collectively, "Losses") imposed upon or incurred by or asserted against the Company, Lender (if applicable) or Duke Energy Progress resulting from, arising out of, or relating to the Company's performance of this Participation Agreement, other than Losses resulting from the negligence or willful misconduct of, or the breach of this Participation Agreement by, the Company, but specifically including any Losses resulting from breach or default by Participating Customer of the terms and conditions of this Participation Agreement. This indemnity obligation under this section shall survive any expiration or termination of this Participation Agreement.

7. Indemnification from Company:

The Company shall indemnify and hold harmless Participating Customer from and against any and all Losses to the extent such Losses directly arise from the Company's (a) breach or default of any material provision of this Participation Agreement, or (b) negligent or willful misconduct in the performance of this Participation Agreement.

8. Limitation on Liability:

Company's liability to Participating Customer for all Losses pursuant to this Participation Agreement will be limited to any invoiced amounts actually received by Company from Participating Customer with respect to the Work. Notwithstanding the foregoing, the Company and Duke Energy Progress shall not be responsible or liable for (a) the condition, maintenance or repair of any electrical wiring or other existing condition located in or on the Premises, (b) repairs or replacements of fixtures or lamps damaged or destroyed by acts of negligence of persons not under the direct supervision of the Company, (c) delays in the completion of the Work or for failure to give notice for such delays unless such delays are caused by the negligence of the Company, or (d) for the non-performance of any of the terms or conditions of this Participation Agreement directly attributable to a strike, national emergency, act of God or any other act for which the Company and Duke Energy Progress are not responsible and over which Company and Duke Energy Progress have no control. Neither the Company nor Duke Energy Progress shall, in any event, be liable to Participating Customer for incidental, indirect, special, punitive, exemplary or consequential damages.

9. Representations of Customer:

Participating Customer represents, covenants and warrants to Company that Participating Customer (a) has corporate or other authority to enter into and perform under the terms of this Participation Agreement; (b) will not violate any provisions of applicable law or its organizational documents by performing under this Participation Agreement; and (c) entering into this Participation Agreement will not result in the breach of any agreement to which Participating Customer is a party.

10. Entire Agreement:

This Participation Agreement, including all Exhibits to this Participation Agreement and all other agreements incorporated herein by reference, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral with respect to the subject matter hereof. All provisions of this Participation Agreement shall be considered as separate terms and conditions and in the event any one of them shall be held illegal, invalid or unenforceable in an arbitration or by a court of competent jurisdiction, all other provisions hereof shall remain in full force and effect if the illegal, invalid or unenforceable provisions were not a part hereof.

11. Miscellaneous:

This Participation Agreement is not assignable except by written agreement entered into by the Parties hereto. Neither Party hereto shall unreasonably withhold consent to the other Party's assignment of this Participation Agreement. Any attempted assignment without the consent of the other Party hereto shall be null and void and of no effect. The Parties to this Participation Agreement are independent contractors. As used herein this Participation Agreement, the term "Duke Energy" shall mean Duke Energy Progress, Inc. or Duke Energy Carolinas, LLC, depending upon the Participating Customer's regulated utility account and Facility Address. of this Participation Agreement.

12. Arbitration:

In the event of any dispute relating to this Participation Agreement, the Parties will attempt in good faith to resolve the dispute by conducting a minimum of two discussions between senior executives of each Party having authority to settle the dispute. If such discussions do not result in a resolution of the dispute within sixty (60) days, the dispute shall finally be settled by arbitration by a sole arbitrator in Charlotte, North Carolina in accordance with the Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrator will not have the authority to award punitive damages to either Party. Each Party shall bear its own expenses, but the Parties will share equally the expenses of the arbitrator and the AAA. This Participation Agreement will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction.

13. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina.

14. Customer Responsibility for Additional Equipment and Services

For any additional services included in the Non-Incentivized Scope of Work, Lime Energy agrees to provide the work although the costs for this additional work will be the responsibility of the customer. Additional services may include permit fees, fixture relocations, wiring, disposal, lift equipment, any work performed outside of normal business hours, costs required to maintain compliance with electrical codes, other costs listed in the following section, and any other special project applications.

Participation Agreement

15. Contributions for Non-Incentivized Work

For all eligible customers, this program provides incentives of up to 80% of the cumulative fixed unit price (one-for-one replacement or retro-fit of existing equipment and utilizing the existing electrical wiring and mounting hardware) of measures installed by the installation contractor. Work or services outside of this defined scope should be itemized on the "Non-Incentivized Work Form." If the implementation contractor discovers any unforeseen additional work outside of the program's scope, the customer should be informed of this additional work and any associated costs at that time. Should any additional work be required for measure installation, the customer will reserve the right to cancel the work for which additional costs are required. All of the following will be considered additional work and all costs associated with them shall be the responsibility of the customers: All incremental costs for specialty products above the costs of standard equipment; All mounting requirements, wiring needs, and other material and labor costs outside the standard scope of a one-for-one replacement or retrofit of existing equipment, including wiring, material, and labor costs associated with compliance with electrical codes. All incremental costs to comply with Prevailing Wage Laws for additional work needed to complete work at the customer's premises; All costs for general waste containers delivered to the installation site (if customer cannot provide general waste containers); All aerial lifts; All staging costs; All costs related to delays to measure implementation that are caused by obstructions, immovable objects, or other impediments to reasonable access to all lighting fixtures and equipment being replaced; All costs associated with the additional time needed to stabilize equipment connected to mislabeled circuit panels; If any work is cancelled by the customer because of the customer's responsibility for non-incentivized work, then all related costs, savings, and incentives proposed for the affected measures will be removed and reflected in the customer's final invoice.

Payment Information

Participation Customer: VANCE COUNTY JAIL

EIN:

Facility Address: 516 Breckenridge st Henderson NC 27536

Phone Number: (252) 738-2005

Email Address: smoss@vancecounty.org

☐ Payment by Credit Card

Type of Credit Card:

Credit Card Number:

CVC Number: Expiration Date:

Cardholder Name:

Billing Address:

Signature:

☐ Payment by ACH

Bank Name::

Bank Address:

Routing Number:

Account Number:

Account Name:

Signature:

Important Notice to Customers

Do not sign the Small Business Energy Saver Program Participation Agreement before you have read it or if it contains any blank spaces. You are entitled to a copy of the Participation Agreement. Keep a copy of the Participation Agreement so you understand your legal rights.

Participating Customer and the Company acknowledge and agree that if Participating Customer elects the DLL Financing Option, this Payment Information section shall apply only to any deposits or other down payments paid by Participating Customer to the Company. Participating Customer shall be responsible for all payments to Lender in accordance with the Financing Agreement.

1. Sale of Equipment. Lime Energy Services Co. ("Seller"), for and in consideration of the sum set forth above to be paid by Customer (the "Purchase Price"), does hereby agree to install, sell, assign and transfer to Customer the equipment described in the Small Business Energy Saver Program Participation Agreement (the "Equipment").

2. Payment of Participating Customer Balance. . The portion of the Purchase Price which is not paid on or before the date set forth below to the Company in accordance with an Extended Payment Option (the "Participating Customer Balance") shall be paid pursuant to the payment schedule set forth above. Participating Customer hereby authorizes Company to charge the Monthly Payment to the credit card or bank account (as indicated above) and to promptly notify Company of any change to the credit card or bank account information provided above. Participating Customer may prepay without penalty the Participating Customer Balance in whole or in part at any time. Company shall never be entitled to receive, collect, or apply as interest (for purposes of this Section 2 the word "interest" shall be deemed to include any sums treated as interest under applicable law governing matters of usury and unlawful interest), any amount in excess of the Highest Lawful Rate (hereinafter defined) and, in the event Company ever receives, collects, or applies as interest any such excess, such amount which would be excessive interest shall be deemed a partial prepayment of principal and shall be treated hereunder as such; and, if the Participating Customer Balance is paid in full, any remaining excess shall forthwith be paid to Participating Customer. "Highest Lawful Rate" shall mean the maximum rate of interest which may be contracted for, charged, taken, reserved or received under applicable law after taking into account, to the extent required by applicable law, any and all relevant payments or charges hereunder.

3. Seller Representations and Warranties. Seller hereby represents and warrants to Customer that as of the date hereof:

3.1 Execution and Delivery. This Participation Agreement has been duly executed and delivered by duly authorized representatives of Seller and constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

3.2 Title. Seller is the owner of the Equipment, free and clear of all liens, conditional sale agreements and encumbrances. Seller's sale of the Equipment pursuant to this Participation Agreement is not encumbered by any other pre-existing, superseding, superior or inferior interest of any kind.

4. Customer Representations and Warranties. Customer hereby represents and warrants to Seller that as of the date hereof:

4.1 Organization and Authority. Customer is organized, validly existing and in good standing under the laws of the state of its formation. Customer has full power, authority and legal right to execute, deliver and perform this Participation Agreement and the execution, delivery and performance hereof has been duly authorized by all necessary action.

4.2 Execution and Delivery. This Participation Agreement has been duly executed and delivered by duly authorized representatives of Customer and constitutes a legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

5. Events of Default. Each of the following shall constitute an "Event of Default" hereunder:

5.1 Payment Default. The Customer defaults in making any payment of the Customer Balance upon any scheduled payment date, including but not limited to, the Final Payment Date specified above.

5.2 Bankruptcy, Etc. The Customer is the subject of any voluntary or involuntary bankruptcy or insolvency proceeding or Seller deems Customer to be financially insecure.

6. Consequences Upon Default.

6.1 Remedies. Upon the occurrence of an Event of Default and in each and every case, the Seller may declare the Customer Balance to be due and payable immediately, by written notice to the Customer, and upon any such declaration the same shall become and shall be immediately due and payable.

6.2 Default Interest. During such time as an Event of Default has occurred and is continuing, the Customer shall on demand from time to time pay interest, to the extent permitted by law, on such defaulted amount up to (but not including) the date of actual payment (whether before or after judgment) at the rate per annum (computed on the basis of the actual number of days elapsed over a year of 360 days) equal to eighteen percent (18.0%).

6.3 Enforcement Costs. Customer promises to pay all costs and expenses, including reasonable attorneys' fees, incurred in the collection and enforcement of this Participation Agreement.

7. Miscellaneous.

7.1 Successors and Permitted Assigns. This Participation Agreement shall inure to and bind (i) Customer and Customer's successors and permitted assigns, and (ii) Seller and Seller's successors and assigns. Without limitation of the foregoing, Customer expressly acknowledge that Seller may assign and transfer all its rights and interests hereunder to an assignee to be identified by Seller, and acknowledge and agree that, upon execution and delivery of the assignment in relation thereto, such assignee shall hold all of the rights and interests of Seller hereunder. Customer may not sell or assign this Participation Agreement, or any other agreement with Seller or any portion thereof, either voluntarily or by operation of law, without the prior written consent of the Seller, which consent shall not be unreasonably withheld or delayed.

7.2 Entire Participation Agreement; No Oral Modification. This Participation Agreement and the DEP Small Business Energy Saver Program Participation Agreement constitute the entire agreement between Seller and Customer with regard to the subject matter thereof. No provision of this Participation Agreement shall be modified unless in writing by an authorized representative from the executive offices of Customer.

7.3 Severability. Seller and Customer intend this Participation Agreement to be a valid and enforceable legal instrument, and no provision of this Participation Agreement which may be deemed unenforceable shall in any way invalidate any other provisions of this Participation Agreement, all of which shall remain in full force and effect.

7.4 Choice of Law and Venue; Arbitration and Attorney Fees. This Participation Agreement shall be considered to have been made in the State of North Carolina and shall be interpreted in accordance with the laws and regulations of the State of North Carolina without regard to its conflicts of laws principles. Any controversy or claim arising out of or relating to this Participation Agreement, or the breach thereof, shall be settled by arbitration at the American Arbitration Association in Charlotte, North Carolina. The prevailing party in any arbitration shall be entitled to reasonable attorneys' fees, together with all costs and expenses incurred in pursuit thereof.

7.5 Counterparts. This Participation Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Participation Agreement to produce or account for more than one such counterpart. The signature of any party by transmitted facsimile machine shall be considered for these purposes as an original signature.

7.6 Notices. Any notice required by the provisions of this Participation Agreement shall be in writing and shall be delivered by hand, by facsimile machine, by overnight courier or mailed by first class, registered or certified mail, postage prepaid, at the respective address of Seller and Customer set forth above. A written notice shall be deemed to have been given to the recipient party on the earlier of: (a) the date it shall be delivered to the address required by this Participation Agreement; (b) the date delivery shall have been refused at the address required by this Participation Agreement; or (c) with respect to notices sent by mail, the date as of which the postal service shall have indicated such notice to be undeliverable at the address required by this Participation Agreement.

7.7 Seller's Notice Address. Seller's principal address is 16810 Kenton Drive, Suite 240, Huntersville, N.C. 28078.



Small Business
Energy Saver

Duke Energy Progress Small Business Energy Saver Program

Energy Efficiency Proposal

Presented to:

VANCE CO ADMIN COMPLEX
Sherry Moss (Project Manager)
Vance Co Administrative Complex
122 Young st

Henderson, NC 27536
(252) 738-2005
smoss@vancecounty.org

Presented by:

Thomas DeViscio
Energy Service Representative
LIME ENERGY SERVICES CO.
16810 Kenton Drive,
Suite 240
Huntersville, NC 28078
984-209-9000
tdelviscio@lime-energy.com



Contents:

- 2 Summary
- 3 Payment Options
- 4 Scope of Work
- 7 Delivery Plan
- 8 Participation Agreement
- 11 Payment Information

Accept this proposal today to join over
10,000 businesses that have already
upgraded and started to save on their
bottom line!

Summary

Your business could spend up to **\$9,430** less on energy per year if you take advantage of our energy efficiency upgrades .

VALUE ADDED BENEFITS



Reduce

Maintenance Costs



Enhance

Employee Productivity



Increase

Customer Comfort to Improve Sales



Improve

Workplace Safety and Reduce Potential Hazards

EST. INCOME EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*



Savings after

1 Month.....

\$785.87



Savings after

1 Year.....

\$9,430.41

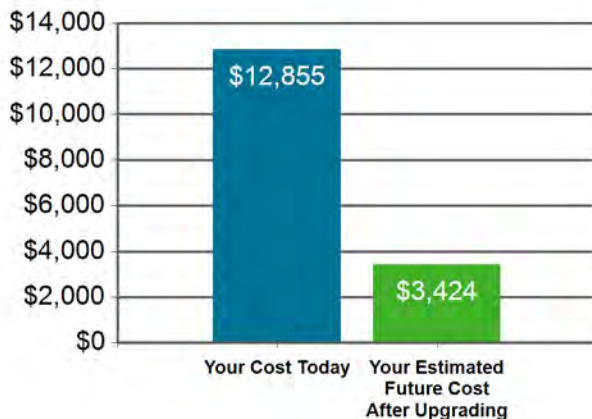


Savings after

5 Years.....

\$47,152.05

Estimated Annual Lighting Cost Comparison



Total Upgrade Cost	\$34,160.46
Utility Incentive (55%)	\$18,860.82
Your Cost (45%)	\$15,299.64
Est. Annual Savings*	\$9,430.41/yr
Est. Investment Payback**	19 Months
Est. 1st Yr Return on Investment	62%

*Estimated savings in dollars is based on a rate of \$0.110 per kWh applied to projected kWh savings amounts. See Scope of Work for a detailed breakdown of kWh energy savings.

** Estimated Investment Payback is the amount of time it is expected to take to recover the project's investment through energy savings, dividing initial installed cost by the annual energy cost savings.

Payment Options

Option 1: Lump Sum Payment - Best Option!

Est. Investment Payback *	17
Est. 1st year return on investment	69%
Deposit (0%)	\$0.00
Total Payment	\$13,677.62

10.60% discount of **\$1,622.02** if you pay upgrade in full after completion

*Estimated Investment Payback is the amount of time it is expected to take to recover the project's investment through energy savings, dividing initial installed cost by the annual energy cost savings.

Option 2: Extended Payment - 12 Payments

12 Month Extended Payment *	\$1,274.97 per month
Deposit (0%)	\$0.00
Total Payment	\$15,299.64
Monthly Cash Flow	(\$489.10)

* **12 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twelve (12) monthly payments of \$1,274.97** per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Section 4b hereof.

Option 3: Extended Payment - 24 Payments

24 Month Extended Payment*	\$637.48 per month
Deposit (0%)	\$0.00
Total Payment	\$15,299.52
Monthly Cash Flow	\$148.39

* **24 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twenty-four (24) monthly payments of \$637.48** per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Section 4b hereof.

Option 4: DLL Financing Options

Term	36 Months	48 Months	60 Months
Monthly Savings	\$785.87	\$785.87	\$785.87
Monthly Payment	\$438.07	\$341.28	\$282.33
Monthly CashFlow	\$347.80	\$444.59	\$503.54

Payment plans are offered by (the "Lender"). Participating Customer must qualify separately.

Scope of Work

Building: VANCE CO ADMINISTRATIVE COMPLX							Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item	
1	Admin Building: 1st Floor Common	A 2x4, 4-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	1	Watts: 138 Est. Hours: 8,760 kWh:1,209	
2	Admin Building: Register of Deeds	A 2x4, 4-Lamp T12 Fluorescent Fixture	52	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	52	Watts: 5,824 Est. Hours: 2,086 kWh:12,147	
3	Admin Building: Register of Deeds	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	2	Watts: 137 Est. Hours: 2,607 kWh:357	
4	Admin Building: Tax Office	A 2x4, 4-Lamp T12 Fluorescent Fixture	55	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	55	Watts: 6,160 Est. Hours: 2,086 kWh:12,848	
5	Admin Building: County Manager/Finance	A 2x4, 4-Lamp T12 Fluorescent Fixture	58	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	58	Watts: 8,120 Est. Hours: 2,346 kWh:19,053	
6	Admin Building: County Manager/Finance	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	2	Watts: 137 Est. Hours: 2,607 kWh:357	
7	Admin Building: County Manager/Finance	A 60w Incandescent Fixture	6	will be replaced with an 9.5w Dimming LED A-Lamp.	6	Watts: 303 Est. Hours: 2,086 kWh:632	
8	Admin Building: Basement of County Managers	An Exit Sign Containing (2) 25w Incandescents	1	NF 2 watt LED 6" universal exit sign white, red letters & emergency floods	1	Watts: 48 Est. Hours: 2,607 kWh:125	
9	Admin Building: Basement of County Managers	A 60w Incandescent Fixture	1	will be replaced with an 9.5w Dimming LED A-Lamp.	1	Watts: 50 Est. Hours: 2,607 kWh:132	
10	Admin Building: Basement of County Managers	A 2x4, 4-Lamp T12 Fluorescent Fixture	13	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	13	Watts: 1,820 Est. Hours: 2,086 kWh:3,796	

Building: VANCE CO ADMINISTRATIVE COMPLX		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
11	Admin Building: Basement of County Managers	A 1x4, 4-Lamp T12 Fluorescent Fixture	20	New LED 4' WRAP 4,310 LUMENS	20	Watts: 3,080 Est. Hours: 521 kWh:1,606
12	Admin Building: Stair to Old Courthouse	A 2x4, 4-Lamp T12 Fluorescent Fixture	4	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	4	Watts: 552 Est. Hours: 8,760 kWh:4,836
13	Admin Building: Old Courthouse	A 60w Incandescent Fixture	20	will be replaced with an 9.5w Dimming LED A-Lamp.	20	Watts: 1,010 Est. Hours: 2,346 kWh:2,370
14	Admin Building: Old Courthouse	A 2x4, 4-Lamp T12 Fluorescent Fixture	12	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	12	Watts: 1,680 Est. Hours: 2,086 kWh:3,504
15	Admin Building: Old Courthouse	A 2x4, 4-Lamp T12 Fluorescent Fixture	10	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	10	Watts: 1,400 Est. Hours: 2,346 kWh:3,285
16	Admin Building: Old Courthouse	A 2x4, 3-Lamp T8 NP Fluorescent Fixture	12	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	12	Watts: 540 Est. Hours: 2,086 kWh:1,126
17	Admin Building: Old Courthouse	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	1	Watts: 68 Est. Hours: 2,607 kWh:179
18	Admin Building: 2nd Floor Common & Baths	A 2x4, 4-Lamp T12 Fluorescent Fixture	6	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	6	Watts: 828 Est. Hours: 2,086 kWh:1,727
19	Admin Building: 2nd Floor Common & Baths	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	1	Watts: 76 Est. Hours: 1,825 kWh:200
19	Admin Building: 2nd Floor Common & Baths			SWITCH MNT, PASSIVE INFRARED	1	Watts: 0 Est. Hours: 0 kWh:0

Building: VANCE CO ADMINISTRATIVE COMPLX		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
20	Admin Building: 2nd Floor Common & Baths	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	1	Watts: 76 Est. Hours: 1,825 kWh:200
20	Admin Building: 2nd Floor Common & Baths			SWITCH MNT, PASSIVE INFRARED	1	Watts: 0 Est. Hours: 0 kWh:0
21	Admin Building: Probation	A 2x4, 4-Lamp T12 Fluorescent Fixture	43	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	43	Watts: 6,020 Est. Hours: 2,086 kWh:12,556
22	Admin Building: Exterior	A 400w Metal Halide Fixture	2	will be replaced with a New LED 60W Wall Pack, 5000k, Carbon Bronze	2	Watts: 796 Est. Hours: 4,380 kWh:3,486
23	Admin Building: 2nd Floor Common & Baths	Lift Required for installation	1	Articulating Lift Rental 1 Day	1	Watts: 0 Est. Hours: 2,607 kWh:0
24	Admin Building: 2nd Floor Common & Baths	Lift Required for installation	1	Lift Delivery	1	Watts: 0 Est. Hours: 2,607 kWh:0

Total Purchase Price.	\$34,160.46
Project Incentive Duke Energy project incentive paid directly to Lime Energy.	\$18,860.82
Customer Price Balance to be paid by Participating Customer directly to Company	\$15,299.64
Total Est. kW Savings *	38.866
Total Est. kWh Savings **	85,731

* 1000 Watts = 1 kW

** Est kWh Savings = Est. kW Savings x Est. Hours of Operation.

Delivery Plan

Your Energy Savings - Simplified

By participating in this program your business has the opportunity to save energy and improve your bottom line. The Small Business Energy Saver demonstrates Duke Energy's commitment to affordable and broad reaching solutions that simplify energy efficiency decisions for all customers. Our team's goal is to ensure the process of saving energy is as easy as 1-2-3.

1. Preparation

Once the participation agreement is complete, your project is setup and equipment is ordered. Based on the availability of the new equipment and the size of your project, orders typically arrive within 3-6 weeks.

2. Installation

Once the material arrives, your local installation contractor will call and schedule a convenient installation date. The day prior to your scheduled installation appointment, the installation contractor will contact you to confirm the appointment. On installation day, the contractor will review the scope of work and safety requirements with you, and proceed to perform the installation with as minimal an impact as possible to your operations.

3. Completion

Upon completion of the work, the Contractor will request a signed Project Completion Form to validate that the project was completed per the participation agreement and that you are completely satisfied.

Support and Warranty

We are here to help every step of the way. To check in on the status of your project or request equipment warranty support, please call the Small Business Energy Saver Team anytime at:

855-232-1042
www.sbeswarranty.com

The Small Business Energy Saver team is committed to 100% customer satisfaction. We will send you a satisfaction survey to collect information on your overall experience. We are always seeking to improve the program and your feedback is very important to us.

Thank you for your participation in the program and for your commitment to saving energy!

Participation Agreement

Business Name:	VANCE CO ADMIN COMPLEX
Billing Address:	122 Young St Ste B Henderson NC 27536
Duke Energy Customer Name:	Vance Co Administrative Complx
Facility Address:	122 Young st, Henderson, NC, 27536
Phone: (252) 738-2005	Fax: (252) 492-2141
E-Mail Address:	smoss@vancecounty.org
Lime Energy Project Number:	PRG00105468.2

PARTICIPATING CUSTOMER

Signature:	
Date:	
Print Name:	
Title:	

SUMMARY OF PROPOSAL PURCHASE PRICE

Final Purchase Price	\$32,538.44
Project Incentive Duke Energy project incentive paid directly to Lime Energy.	\$18,860.82
Customer Deposits	\$0.00
Customer Balance	\$13,677.62

This Participation Agreement constitutes a contract between the individual or entity listed below in the box labelled Participating Customer (the Participating Customer) and Lime Energy Services Co. (the "Company" and with the Participating Customer, a "Party" and together the "Parties"). By signing below, the Participating Customer agrees to the applicability of the terms and conditions set forth herein. An updated energy assessment may be required if the proposed scope of work is not accepted and this Participation Agreement executed within 45 days.

PAYMENT TERMS

Number of Months	1
Monthly Payment Amount	\$13,677.62
Discounted Customer Price	\$13,677.62

Monthly Payment Amount is approximate. The actual Monthly Payment Amount will be specified in the Financing Agreement between Participating Customer and Lender.

LIME ENERGY SERVICES CO.

Name:	Thomas DelViscio
Title:	Energy Service Representative
Address:	16810 Kenton Drive, Suite 240 Huntersville, NC 28078
Telephone/Fax:	(984)209-9000 / (704) 892-5907
Email:	tdeviscio@lime-energy.com

The Participating Customer pays its cost contribution to Lime Energy Services Co. ("Company") by (check one):

- ☒ **Lump Sum Payment.** Initial Payment of \$0.00 upon signing this Participation Agreement, with the remaining balance of \$13,677.62 paid upon completion of the Work. By paying in a lump sum Customer will receive an additional 0.00% discount off of the remaining balance.
- ☐ **12 Payments.** Participating Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$1,274.97 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Section 4b hereof.
- ☐ **24 Payments.** Participating Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twenty-four (24) monthly payments of \$637.48 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Section 4b hereof.
- ☐ **DLL Financing Option.** Participating Customer payments over time will be made in accordance with Financing Agreement between Participating Customer and Lender.

CERTIFICATION STATEMENT Participating Customer certifies that the information provided in this Participation Agreement is true and accurate and that they are financially responsible for payment of the Duke Energy bill for the Duke Energy Customer Name and Facility Address referenced above. Participating Customer further certifies that the Measures described in this Participation Agreement have or will be installed in the Premises owned by the Participating Customer and the equipment installed will not be removed and resold. The Measures together with all proceeds of the purchase price (as defined in the Extended Payment Terms and Conditions attached hereto and incorporated herein) will be used for commercial and not for consumer household or family purposes. If the Participating Customer does not own the Premises, Participating Customer hereby represents and warrants that it has obtained all necessary consents and authorizations for the Work, including, without limitation, consent from the owner of the Premises. Participating Customer shall solely be liable for the Work done at the Premises, whether or not owned by Participating Customer, and the Company shall look solely to Participating Customer and not the owner of the Premises, for performance of Participating Customer's obligations hereunder. Participating Customer acknowledges that the rights in this Participation Agreement shall be binding upon Participating Customer's successors and permitted assigns. Participating Customer agrees to incorporate this Participation Agreement by reference in leases, sales contracts, or other similar documents relating to the end use and ownership of the Premises.

Participation Agreement

1. Program and Measure Installation:

Lime Energy Services Co. (the "Company") will install, in a good and workmanlike manner, the measures described in the Scope of Work, (the "Measures"). The Company shall use commercially reasonable efforts to install the Measures within thirty (30) days of the participating customer (the "Participating Customer") signing this Small Business Energy Saver Program Participation Agreement (this "Agreement"). The Company shall furnish all preliminary audit requirements, labor, equipment, materials and such other items reasonably required for the installation of the Measures (collectively, the "Work") unless noted as an exception on Proposed Scope of Work. The Work to be provided under the Small Business Energy Saver Program (the "Program") is limited to work directly associated with the evaluation and installation of Measures and shall in no way include work by the Company in connection with the correction of any existing safety issues or building code violations, whether apparent or hidden, nor shall Company or the Installation Contractor be obligated to identify or notify Participating Customer of any such safety issues or building code violations. An independent contractor (the "Installation Contractor") shall be hired by the Company to install the Measures at Participating Customer's property (the "Premises"). The Installation Contractor shall permanently disable (make them unfit for reuse) all lamps replaced pursuant to this Participation Agreement. The disposal of any lighting equipment which is removed as a part of the Work will be the responsibility of the Company. When undertaking the installation, the Installation Contractor or the Company, at their sole discretion, may choose not to make the installation of the Measures for reasons related to safety, health concerns, code violations, discovery of unforeseen conditions, the presence of asbestos or other reasons that may result in higher than anticipated installation costs. Notwithstanding anything to the contrary herein, the Company reserves the right to amend or rescind and terminate the offer set forth in this Agreement at any time, including after the execution of this Agreement, if in the Company's sole discretion, the cost, timing or availability of products or services regarding this Agreement changes or if there are changes materially that require Measures that are not approved for the Program incentives. The Company shall provide the Participating Customer notice of such amendment or rescission and termination by email, in person, or by phone. All Work shall be performed during normal business hours, Monday through Friday unless the Participating Customer, Company and Installation Contractor agree otherwise. In this case the Company shall not be entitled to any additional compensation for Work performed outside of such normal business hours unless agreed to in writing between the Company and Participating Customer. The Company shall use commercially reasonable efforts to make timely delivery and installation of equipment. In no event will the Company be responsible for lost or reduced savings or financial incentives due to delays in completion of the Work. In the event that the Work spans multiple days, the Installation Contractor may store equipment and materials at the Participating Customer's facility. Title to equipment and material shall remain with the Company until it is fully paid for by Participating Customer. Risk of loss for equipment and material shall pass to Participating Customer at the time equipment and/or material is delivered to the Premises. Customer shall provide Company and Installation Contractor with reasonable access to all necessary areas of the Premises during agreed upon days and hours.

The Company or Installation Contractor may discover a condition at the premises that prohibits installation of certain Measures, a condition that requires installation of additional measures, and/or a condition that requires different quantities of certain Measures. These additional Measures may include Measures that were omitted from the original Proposed Scope of Work due to certain conditions including but not limited to missed rooms, miscounts, code violations, or other unforeseen omissions, collectively to be known as "the Amended Measures." In the event that the Company or Implementation Contractor discovers a condition the requires Amended Measures, the participating Customer hereby consents to allow Company to install or cause to be installed (through the Installation Contractor) such Amended Measures without further notice to or authorization from Participating Customer, provided that the installation of the Amended Measures does not increase the Customer Price by more than ten percent (10%). Following the installation of any Amended Measures, the Company shall provide the Participating Customer with a Revised Scope of Work that lists the Amended Measures and their corresponding energy savings metrics. In the case of a Measure that was not installed due to a condition on or at the Premises, the Revised Scope of Work shall note that such Measure was not installed. In the event that the installation of any Amended Measures will increase the Customer Price by more than ten percent (10%), then Company shall notify the Participating Customer and shall obtain written approval from the Participating Customer before proceeding with or directing any installation of the Amended Measure(s). If the actual cost at completion of the installation is less than the estimated cost, or if the Company chooses not to install Measures in accordance with this agreement, the Company shall adjust the Participating Customer's contribution and the final invoice accordingly. If the Participating Customer has selected an Extended Payment Option, the customer's monthly payment shall be adjusted to reflect any applicable decrease in the total amount due from Participating Customer.

2. Warranty and Disclaimers:

The Company shall provide the following warranties against all defects in material or workmanship, unless caused by the action or inaction of the Participating Customer, its agents, subcontractors, vendors or such other party under the control of the Participating Customer:

- a. **Workmanship Warranty** – The Company shall warranty all workmanship for a period of one (1) year from the completion date of the Work. Participating Customer's sole remedy with respect to such warranty shall be Company's repair of any defective installation.
- b. **Material Warranty** - For all material defects the Company will pass through the material warranty periods provided by the manufacturer or distributor of any material or equipment installed by Company at the Premises as part of the Work. The Company will act on the Participating Customer's behalf to get replacement product or credit for any material or equipment that fails within the warranty period. Manufacturer warranty periods for eligible equipment from the date of installation are as follows: Lamps – 1 year; LED Exit Signs – 10 years; Ballasts – 5 years; Fixtures – 1 year; Occupancy Sensors – 5 years; LED lamps – 5 years; LED fixtures – 5 to 10 years (depending on type/manufacturer); LED wall packs – 5 to 10 years (depending on type/manufacturer); LED Screw-ins – 5 years
- c. **Energy Savings Disclaimer** - Neither Duke Energy Progress nor the Company guarantees that the installed Measures will save any level of energy or result in the reduction in Customer's electric utility bill. For lighting improvements, estimated kilowatt hour energy savings displayed in this Agreement are calculated according to the wattage saved per line in the Proposed Scope of Work multiplied by the annual hours of use per line that were indicated at the time of the energy assessment.

The Company makes no other warranties, whether express or implied, with respect to the Work, including without limitation, all warranties with respect to merchantability and fitness for a particular purpose.

Dimmer Disclosure: LED's proposed for installation on lighting circuits with existing dimmers, as detailed in the scope of work under this contract, may require the installation of an LED-compatible dimmer(s). Lime Energy does not guarantee operation of LED's on lighting circuits currently operated by existing dimmer(s), nor their compatibility with newly installed dimmer(s), and is not responsible for any costs incurred by dimmer replacement(s) or installation thereof.

Construction or Product Warranty Questions

For participating SBES customers, please call **1.855.232.1042** or visit **www.sbeswarranty.com** for any construction questions and/or warranty related issues.

3. Confidentiality:

Without limiting the generality or specificity of any other provision of this Participation Agreement or any other agreement between Participating Customer and Company, Company and any subcontractor of Company's agrees to comply with all applicable laws, rules and regulations regarding the use, disclosure, protection and safeguarding of personally identifiable information ("PII") that Company creates or receives from or on behalf of Duke Energy Progress Carolinas, LLC (Duke Energy) relating to the Work. Company shall only use PII for the purpose of providing the Work and will not use or disclose PII for any other purpose, including Company's own purposes.

Except to the extent necessary to provide the Work, Company shall not use PII to create any de-identified or aggregated data without prior written consent of the Participating Customer. Company shall comply with and conform to recognized common body of knowledge standards and best practices regarding information security relating to sensitive data such as PII. Company will use and disclose only the minimum necessary amount of PII to accomplish the intended purpose of the Work. Company will employ administrative, physical, and technical safeguards to prevent the unauthorized use, insecure disclosure, compromise, or loss of PII. Upon completion of the Work, Company shall return or destroy all PII, keep no copies of PII, and certify in writing to the Participating Customer that such return or destruction is complete. Company will immediately report to Participating Customer any suspected or actual security incident involving any systems containing PII and any use, disclosure, compromise, or loss of PII not authorized under this Participation Agreement. Company will fully cooperate with Participating Customer in response to any such incident. Company will report to Participating Customer and fully cooperate with Participating Customer in responding to any complaints or questions regarding Company's or Duke Energy's privacy practices regarding PII. Company shall comply with all privacy and security policies relating to PII of Duke Energy that Duke Energy provides to Company. Company agrees to defend, indemnify and hold harmless Duke Energy and Participating Customer and their respective parent, officers, directors, agents, affiliates, distributors, franchisees and employees against any loss, proceeding, lawsuit, claim, demand, damage, expense, or cost, including reasonable attorneys' fees (including allocated costs for in house legal services) ("Liabilities") arising out of any act or omission related to or a failure of Company to comply with the terms of this section of the Participation Agreement. In the event of any conflict between the indemnification provision in this section and any other indemnification provision(s) in the Participation Agreement, the indemnity provision more specific to the Liabilities shall apply.

Participation Agreement

4. Equipment and Customer Contribution:

- a. The estimated cost of the installation including the estimated Participating Customer's contribution is itemized on Proposal. The Participating Customer may choose one of the payment options as set forth on the Proposal. The Company shall have sole discretion in determining whether to approve Participating Customer for extended payment terms, and Participating Customer shall provide all information reasonably requested by the Company with respect to making any such determination. The Company reserves the right to receive and review credit profiles on the participating customer when deciding whether to approve extended payment terms.
- b. In the event that one of the two options for Extended Payment Options or the DLL Financing Option is selected the Extended Payment terms and conditions attached hereto shall be incorporated herein. To the extent not prohibited by law, Lime Energy may deny at its absolute discretion, all or specific plan pricing options which may include a commercial credit check. If Lime Energy or Lender, as the case may be, determines, in its absolute discretion, that the customer's credit has deteriorated or has otherwise placed customer's repayment of the Account Balance at risk, the project may not be initiated. Lime Energy will notify the customer and return any deposit or monies paid to Lime Energy within 30 days for the specific project. In the event of a conflict between the terms and conditions of the Program Participation Agreement and the Extended Payment Terms and Conditions, the terms and conditions of the Extended Payment Terms and Conditions shall prevail.
- c. If you have not paid your Lump Sum Account Balance in full within 45 days from the completion of the project, as determined by Lime Energy, your account is in default. If you are in default, you will forfeit any previously agreed upon discounts, including Lump Sum pricing, and must immediately pay your total portion of the unpaid Instalment pricing project cost Account Balance in addition to a monthly Service (Finance) Charge fee equal to 1.50% of the Account Balance. If the minimum Instalment payment due is not paid for three (3) consecutive periods and the Account Balance is greater or equal to the sum of those three (3) minimum required payments as determined by their Due Dates, your account is in default and you must immediately pay your total portion (all past due and future amounts) of the unpaid pricing project cost Account Balance in addition to a monthly Service (Finance) Charge fee equal to 1.50% of the total past due Account Balance. A Returned Payment Fee in the amount of \$50.00 will be charged to your Account by Lime Energy for each payment on your Account, either by, credit card, ACH, check or other means, that is returned to Lime Energy unpaid and/or dishonored. Upon project completion, any changes to the original scope of work and associated costs will be documented and reflected in the close out process and reflected in the Project Completion Form, including any required changes to the Extended Payment Terms and Conditions.

Customer also acknowledges that the total amount due from Customer may be increased (or decreased) due to and in accordance with Section 1 hereof. Should the total amount due from Customer be increased or decreased pursuant to Section 1, Customer understands that his/her monthly payment (if Customer has selected one of the Extended Payment Options or the DLL Financing Option) will be automatically increased or decreased to reflect the adjusted (increased or decreased) total amount due over the applicable payment term. Customer hereby consents to and agrees to a relevant adjustment in his/her monthly payment obligation without further notice from Company.

- d. Any amount due from Participating Customer and not received by Company within 30 days of its due date shall bear interest at the rate of one and one-half percent (1.50%) per month from the date such invoice was originally due to Company.
- e. Participating Customer shall pay Company or Lender, as the case may be, all costs and expenses including reasonable attorney fees and/or collection agency fees incurred in collection of any past due amounts.

5. Follow-up Visits and On Site Monitoring:

The Company, Duke Energy Progress or agents of either party reserve the right to make a reasonable number of both pre-installation and post-installation follow-up visits during the 36 months following the completion date of the Work. Such visit(s) will be at a time convenient to the Participating Customer. The purpose of the follow-up visit(s) is to provide the Company and Duke Energy Progress with an opportunity to evaluate the installed Measures in order to determine the actual kW reduction and energy savings for program evaluation purposes.

6. Indemnification from Participating Customer:

As part of agreeing to participate in the Program, which includes financial incentives to reduce the Participating Customer's net project costs, the Participating Customer shall protect, indemnify, and hold harmless the Company, Lender (if applicable) and Duke Energy Progress (including their parent, officers, directors, agents, affiliates, distributors, franchisees and employees) from and against any and all claims, demands, suits, actions or causes of action, liabilities, losses, damages, judgments, settlements, penalties, costs and expenses (including without limitation, attorney's fees and expenses) (collectively, "Losses") imposed upon or incurred by or asserted against the Company, Lender (if applicable) or Duke Energy Progress resulting from, arising out of, or relating to the Company's performance of this Participation Agreement, other than Losses resulting from the negligence or willful misconduct of, or the breach of this Participation Agreement by, the Company, but specifically including any Losses resulting from breach or default by Participating Customer of the terms and conditions of this Participation Agreement. This indemnity obligation under this section shall survive any expiration or termination of this Participation Agreement.

7. Indemnification from Company:

The Company shall indemnify and hold harmless Participating Customer from and against any and all Losses to the extent such Losses directly arise from the Company's (a) breach or default of any material provision of this Participation Agreement, or (b) negligent or willful misconduct in the performance of this Participation Agreement.

8. Limitation on Liability:

Company's liability to Participating Customer for all Losses pursuant to this Participation Agreement will be limited to any invoiced amounts actually received by Company from Participating Customer with respect to the Work. Notwithstanding the foregoing, the Company and Duke Energy Progress shall not be responsible or liable for (a) the condition, maintenance or repair of any electrical wiring or other existing condition located in or on the Premises, (b) repairs or replacements of fixtures or lamps damaged or destroyed by acts of negligence of persons not under the direct supervision of the Company, (c) delays in the completion of the Work or for failure to give notice for such delays unless such delays are caused by the negligence of the Company, or (d) for the non-performance of any of the terms or conditions of this Participation Agreement directly attributable to a strike, national emergency, act of God or any other act for which the Company and Duke Energy Progress are not responsible and over which Company and Duke Energy Progress have no control. Neither the Company nor Duke Energy Progress shall, in any event, be liable to Participating Customer for incidental, indirect, special, punitive, exemplary or consequential damages.

9. Representations of Customer:

Participating Customer represents, covenants and warrants to Company that Participating Customer (a) has corporate or other authority to enter into and perform under the terms of this Participation Agreement; (b) will not violate any provisions of applicable law or its organizational documents by performing under this Participation Agreement; and (c) entering into this Participation Agreement will not result in the breach of any agreement to which Participating Customer is a party.

10. Entire Agreement:

This Participation Agreement, including all Exhibits to this Participation Agreement and all other agreements incorporated herein by reference, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral with respect to the subject matter hereof. All provisions of this Participation Agreement shall be considered as separate terms and conditions and in the event any one of them shall be held illegal, invalid or unenforceable in an arbitration or by a court of competent jurisdiction, all other provisions hereof shall remain in full force and effect if the illegal, invalid or unenforceable provisions were not a part hereof.

11. Miscellaneous:

This Participation Agreement is not assignable except by written agreement entered into by the Parties hereto. Neither Party hereto shall unreasonably withhold consent to the other Party's assignment of this Participation Agreement. Any attempted assignment without the consent of the other Party hereto shall be null and void and of no effect. The Parties to this Participation Agreement are independent contractors. As used herein this Participation Agreement, the term "Duke Energy" shall mean Duke Energy Progress, Inc. or Duke Energy Carolinas, LLC, depending upon the Participating Customer's regulated utility account and Facility Address. of this Participation Agreement.

12. Arbitration:

In the event of any dispute relating to this Participation Agreement, the Parties will attempt in good faith to resolve the dispute by conducting a minimum of two discussions between senior executives of each Party having authority to settle the dispute. If such discussions do not result in a resolution of the dispute within sixty (60) days, the dispute shall finally be settled by arbitration by a sole arbitrator in Charlotte, North Carolina in accordance with the Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrator will not have the authority to award punitive damages to either Party. Each Party shall bear its own expenses, but the Parties will share equally the expenses of the arbitrator and the AAA. This Participation Agreement will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction.

13. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina.

14. Customer Responsibility for Additional Equipment and Services

For any additional services included in the Non-Incentivized Scope of Work, Lime Energy agrees to provide the work although the costs for this additional work will be the responsibility of the customer. Additional services may include permit fees, fixture relocations, wiring, disposal, lift equipment, any work performed outside of normal business hours, costs required to maintain compliance with electrical codes, other costs listed in the following section, and any other special project applications.

Participation Agreement

15. Contributions for Non-Incentivized Work

For all eligible customers, this program provides incentives of up to 80% of the cumulative fixed unit price (one-for-one replacement or retro-fit of existing equipment and utilizing the existing electrical wiring and mounting hardware) of measures installed by the installation contractor. Work or services outside of this defined scope should be itemized on the "Non-Incentivized Work Form." If the implementation contractor discovers any unforeseen additional work outside of the program's scope, the customer should be informed of this additional work and any associated costs at that time. Should any additional work be required for measure installation, the customer will reserve the right to cancel the work for which additional costs are required. All of the following will be considered additional work and all costs associated with them shall be the responsibility of the customers: All incremental costs for specialty products above the costs of standard equipment; All mounting requirements, wiring needs, and other material and labor costs outside the standard scope of a one-for-one replacement or retrofit of existing equipment, including wiring, material, and labor costs associated with compliance with electrical codes. All incremental costs to comply with Prevailing Wage Laws for additional work needed to complete work at the customer's premises; All costs for general waste containers delivered to the installation site (if customer cannot provide general waste containers); All aerial lifts; All staging costs; All costs related to delays to measure implementation that are caused by obstructions, immovable objects, or other impediments to reasonable access to all lighting fixtures and equipment being replaced; All costs associated with the additional time needed to stabilize equipment connected to mislabeled circuit panels; If any work is cancelled by the customer because of the customer's responsibility for non-incentivized work, then all related costs, savings, and incentives proposed for the affected measures will be removed and reflected in the customer's final invoice.

Payment Information

Participation Customer: VANCE CO ADMIN COMPLEX, Vance Co Administrative
Complex

EIN:

Facility Address: 122 Young st Henderson NC 27536

Phone Number: (252) 738-2005

Email Address: smoss@vancecounty.org

☐ Payment by Credit Card

Type of Credit Card:

Credit Card Number:

CVC Number: Expiration Date:

Cardholder Name:

Billing Address:

Signature:

☐ Payment by ACH

Bank Name::

Bank Address:

Routing Number:

Account Number:

Account Name:

Signature:

Important Notice to Customers

Do not sign the Small Business Energy Saver Program Participation Agreement before you have read it or if it contains any blank spaces. You are entitled to a copy of the Participation Agreement. Keep a copy of the Participation Agreement so you understand your legal rights.

Participating Customer and the Company acknowledge and agree that if Participating Customer elects the DLL Financing Option, this Payment Information section shall apply only to any deposits or other down payments paid by Participating Customer to the Company. Participating Customer shall be responsible for all payments to Lender in accordance with the Financing Agreement.

1. Sale of Equipment. Lime Energy Services Co. ("Seller"), for and in consideration of the sum set forth above to be paid by Customer (the "Purchase Price"), does hereby agree to install, sell, assign and transfer to Customer the equipment described in the Small Business Energy Saver Program Participation Agreement (the "Equipment").

2. Payment of Participating Customer Balance. . The portion of the Purchase Price which is not paid on or before the date set forth below to the Company in accordance with an Extended Payment Option (the "Participating Customer Balance") shall be paid pursuant to the payment schedule set forth above. Participating Customer hereby authorizes Company to charge the Monthly Payment to the credit card or bank account (as indicated above) and to promptly notify Company of any change to the credit card or bank account information provided above. Participating Customer may prepay without penalty the Participating Customer Balance in whole or in part at any time. Company shall never be entitled to receive, collect, or apply as interest (for purposes of this Section 2 the word "interest" shall be deemed to include any sums treated as interest under applicable law governing matters of usury and unlawful interest), any amount in excess of the Highest Lawful Rate (hereinafter defined) and, in the event Company ever receives, collects, or applies as interest any such excess, such amount which would be excessive interest shall be deemed a partial prepayment of principal and shall be treated hereunder as such; and, if the Participating Customer Balance is paid in full, any remaining excess shall forthwith be paid to Participating Customer. "Highest Lawful Rate" shall mean the maximum rate of interest which may be contracted for, charged, taken, reserved or received under applicable law after taking into account, to the extent required by applicable law, any and all relevant payments or charges hereunder.

3. Seller Representations and Warranties. Seller hereby represents and warrants to Customer that as of the date hereof:

3.1 Execution and Delivery. This Participation Agreement has been duly executed and delivered by duly authorized representatives of Seller and constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

3.2 Title. Seller is the owner of the Equipment, free and clear of all liens, conditional sale agreements and encumbrances. Seller's sale of the Equipment pursuant to this Participation Agreement is not encumbered by any other pre-existing, superseding, superior or inferior interest of any kind.

4. Customer Representations and Warranties. Customer hereby represents and warrants to Seller that as of the date hereof:

4.1 Organization and Authority. Customer is organized, validly existing and in good standing under the laws of the state of its formation. Customer has full power, authority and legal right to execute, deliver and perform this Participation Agreement and the execution, delivery and performance hereof has been duly authorized by all necessary action.

4.2 Execution and Delivery. This Participation Agreement has been duly executed and delivered by duly authorized representatives of Customer and constitutes a legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

5. Events of Default. Each of the following shall constitute an "Event of Default" hereunder:

5.1 Payment Default. The Customer defaults in making any payment of the Customer Balance upon any scheduled payment date, including but not limited to, the Final Payment Date specified above.

5.2 Bankruptcy, Etc. The Customer is the subject of any voluntary or involuntary bankruptcy or insolvency proceeding or Seller deems Customer to be financially insecure.

6. Consequences Upon Default.

6.1 Remedies. Upon the occurrence of an Event of Default and in each and every case, the Seller may declare the Customer Balance to be due and payable immediately, by written notice to the Customer, and upon any such declaration the same shall become and shall be immediately due and payable.

6.2 Default Interest. During such time as an Event of Default has occurred and is continuing, the Customer shall on demand from time to time pay interest, to the extent permitted by law, on such defaulted amount up to (but not including) the date of actual payment (whether before or after judgment) at the rate per annum (computed on the basis of the actual number of days elapsed over a year of 360 days) equal to eighteen percent (18.0%).

6.3 Enforcement Costs. Customer promises to pay all costs and expenses, including reasonable attorneys' fees, incurred in the collection and enforcement of this Participation Agreement.

7. Miscellaneous.

7.1 Successors and Permitted Assigns. This Participation Agreement shall inure to and bind (i) Customer and Customer's successors and permitted assigns, and (ii) Seller and Seller's successors and assigns. Without limitation of the foregoing, Customer expressly acknowledge that Seller may assign and transfer all its rights and interests hereunder to an assignee to be identified by Seller, and acknowledge and agree that, upon execution and delivery of the assignment in relation thereto, such assignee shall hold all of the rights and interests of Seller hereunder. Customer may not sell or assign this Participation Agreement, or any other agreement with Seller or any portion thereof, either voluntarily or by operation of law, without the prior written consent of the Seller, which consent shall not be unreasonably withheld or delayed.

7.2 Entire Participation Agreement; No Oral Modification. This Participation Agreement and the DEP Small Business Energy Saver Program Participation Agreement constitute the entire agreement between Seller and Customer with regard to the subject matter thereof. No provision of this Participation Agreement shall be modified unless in writing by an authorized representative from the executive offices of Customer.

7.3 Severability. Seller and Customer intend this Participation Agreement to be a valid and enforceable legal instrument, and no provision of this Participation Agreement which may be deemed unenforceable shall in any way invalidate any other provisions of this Participation Agreement, all of which shall remain in full force and effect.

7.4 Choice of Law and Venue; Arbitration and Attorney Fees. This Participation Agreement shall be considered to have been made in the State of North Carolina and shall be interpreted in accordance with the laws and regulations of the State of North Carolina without regard to its conflicts of laws principles. Any controversy or claim arising out of or relating to this Participation Agreement, or the breach thereof, shall be settled by arbitration at the American Arbitration Association in Charlotte, North Carolina. The prevailing party in any arbitration shall be entitled to reasonable attorneys' fees, together with all costs and expenses incurred in pursuit thereof.

7.5 Counterparts. This Participation Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Participation Agreement to produce or account for more than one such counterpart. The signature of any party by transmitted facsimile machine shall be considered for these purposes as an original signature.

7.6 Notices. Any notice required by the provisions of this Participation Agreement shall be in writing and shall be delivered by hand, by facsimile machine, by overnight courier or mailed by first class, registered or certified mail, postage prepaid, at the respective address of Seller and Customer set forth above. A written notice shall be deemed to have been given to the recipient party on the earlier of: (a) the date it shall be delivered to the address required by this Participation Agreement; (b) the date delivery shall have been refused at the address required by this Participation Agreement; or (c) with respect to notices sent by mail, the date as of which the postal service shall have indicated such notice to be undeliverable at the address required by this Participation Agreement.

7.7 Seller's Notice Address. Seller's principal address is 16810 Kenton Drive, Suite 240, Huntersville, N.C. 28078.



Small Business
Energy Saver

Duke Energy Progress Small Business Energy Saver Program

Energy Efficiency Proposal

Presented to:

VANCE CO FIRE DEPT.
Sherry Moss (Project Manager)
Vance County Fire Dept
188 Bickett st

Henderson, NC 27536
(252) 738-2005
smoss@vancecounty.org

Presented by:

Thomas DeViscio
Energy Service Representative
LIME ENERGY SERVICES CO.
16810 Kenton Drive,
Suite 240
Huntersville, NC 28078
984-209-9000
tdelviscio@lime-energy.com



Contents:

- 2 Summary
- 3 Payment Options
- 4 Scope of Work
- 6 Delivery Plan
- 7 Participation Agreement
- 10 Payment Information

Accept this proposal today to join over
10,000 businesses that have already
upgraded and started to save on their
bottom line!

Summary

Your business could spend up to **\$2,543** less on energy per year if you take advantage of our energy efficiency upgrades .

VALUE ADDED BENEFITS

- ✓ **Reduce**
Maintenance Costs
- ✓ **Enhance**
Employee Productivity
- ✓ **Increase**
Customer Comfort to Improve Sales
- ✓ **Improve**
Workplace Safety and Reduce Potential Hazards

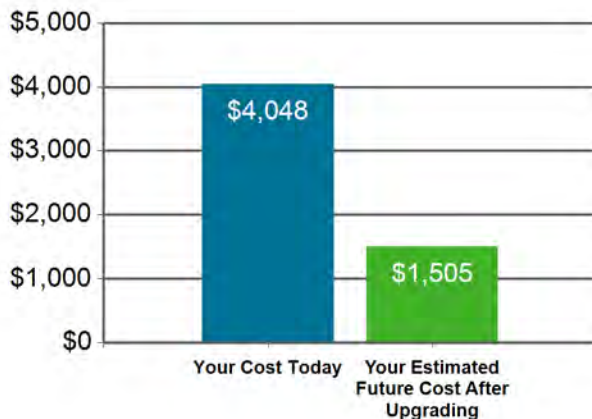
EST. INCOME EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*

\$ Savings after
1 Month..... \$211.89

\$ Savings after
1 Year..... \$2,542.73

\$ Savings after
5 Years..... \$12,713.67

Estimated Annual Lighting Cost Comparison



Total Upgrade Cost	\$9,145.58
Utility Incentive (66%)	\$6,017.66
Your Cost (34%)	\$3,127.92
Est. Annual Savings*	\$2,542.73/yr
Est. Investment Payback**	15 Months
Est. 1st Yr Return on Investment	81%

*Estimated savings in dollars is based on a rate of \$0.093 per kWh applied to projected kWh savings amounts. See Scope of Work for a detailed breakdown of kWh energy savings.

** Estimated Investment Payback is the amount of time it is expected to take to recover the project's investment through energy savings, dividing initial installed cost by the annual energy cost savings.

Payment Options

Option 1: Lump Sum Payment - Best Option!

Est. Investment Payback *	13
Est. 1st year return on investment	91%
Deposit (0%)	\$0.00
Total Payment	\$2,796.28

10.60% discount of **\$331.64** if you pay upgrade in full after completion

*Estimated Investment Payback is the amount of time it is expected to take to recover the project's investment through energy savings, dividing initial installed cost by the annual energy cost savings.

Option 2: Extended Payment - 12 Payments

12 Month Extended Payment *	\$260.66 per month
Deposit (0%)	\$0.00
Total Payment	\$3,127.92
Monthly Cash Flow	(\$48.77)

* **12 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twelve (12) monthly payments of \$260.66** per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Section 4b hereof.

Option 3: Extended Payment - 24 Payments

24 Month Extended Payment*	\$130.33 per month
Deposit (0%)	\$0.00
Total Payment	\$3,127.92
Monthly Cash Flow	\$81.56

* **24 Payments.** Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in **twenty-four (24) monthly payments of \$130.33** per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Section 4b hereof.

Option 4: DLL Financing Options

Term	36 Months	48 Months	60 Months
Monthly Savings	\$211.89	\$211.89	\$211.89
Monthly Payment	\$89.56	\$69.77	\$57.72
Monthly CashFlow	\$122.33	\$142.12	\$154.17

Payment plans are offered by (the "Lender"). Participating Customer must qualify separately.

Scope of Work

Building: VANCE COUNTY FIRE DEPT							Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item	
1	Fire Dept. : Exterior	A Halogen Incandescent, (1) 250W lamp	5	will be replaced with a New LED 39W Flood	5	Watts: 1,055 Est. Hours: 4,380 kWh:4,621	
2	Fire Dept. : Exterior	A 250w Metal Halide Fixture	4	will be replaced with a New LED 60W Wall Pack, 5000k, Carbon Bronze	4	Watts: 940 Est. Hours: 4,380 kWh:4,117	
3	Fire Dept. : Exterior	A 65w Par30 Incandescent Fixture	4	will be replaced with a 12w Par30 Dimming LED Lamp.	4	Watts: 212 Est. Hours: 4,380 kWh:929	
4	Fire Dept. : Exterior	A 100w Incandescent Fixture	2	will be replaced with an 18w Dimming LED A-Lamp.	2	Watts: 164 Est. Hours: 4,380 kWh:718	
5	Fire Dept. : Bays	A 1x8, 2-Lamp T12 Fluorescent Fixture	18	will be Retrofit with a 4-Lamp Electronic Normal Power Ballast, (1) 1x8 Pan Retrofit Kit, and (4) 4' T8 LED Lamps.	18	Watts: 1,152 Est. Hours: 8,760 kWh:10,092	
6	Fire Dept. : Bays	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	1	Watts: 68 Est. Hours: 8,760 kWh:600	
7	Fire Dept. : Interior Spaces	A 2x4, 4-Lamp T12 Fluorescent Fixture	4	will be Retrofit with a 2-Lamp Electronic Normal Power Ballast, (1) 2x4 Reflector Kit, and (2) 4' T8 LED Lamps.	4	Watts: 608 Est. Hours: 4,380 kWh:2,663	
8	Fire Dept. : Interior Spaces	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic High Power Ballast, (1) 2x2 Reflector, and (2) 2' T8 LED Lamps.	2	Watts: 137 Est. Hours: 4,380 kWh:600	
9	Fire Dept. : Interior Spaces	A 65w Par30 Incandescent Fixture	8	will be replaced with a 9w BR30 Dimming LED Lamp.	8	Watts: 448 Est. Hours: 4,380 kWh:1,962	
10	Fire Dept. : Interior Spaces	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	4	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	4	Watts: 116 Est. Hours: 4,380 kWh:508	

Building: VANCE COUNTY FIRE DEPT		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
11	Fire Dept. : Interior Spaces	A 1x4, 4-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 4-Lamp Electronic Low Power Ballast and (4) 4' T8 LED Lamps.	1	Watts: 124 Est. Hours: 4,380 kWh:543

Total Purchase Price.	\$9,145.58
Project Incentive Duke Energy project incentive paid directly to Lime Energy.	\$6,017.66
Customer Price Balance to be paid by Participating Customer directly to Company	\$3,127.92
Total Est. kW Savings *	5.025
Total Est. kWh Savings **	27,353

* 1000 Watts = 1 kW

** Est kWh Savings = Est. kW Savings x Est. Hours of Operation.

Delivery Plan

Your Energy Savings - Simplified

By participating in this program your business has the opportunity to save energy and improve your bottom line. The Small Business Energy Saver demonstrates Duke Energy's commitment to affordable and broad reaching solutions that simplify energy efficiency decisions for all customers. Our team's goal is to ensure the process of saving energy is as easy as 1-2-3.

1. Preparation

Once the participation agreement is complete, your project is setup and equipment is ordered. Based on the availability of the new equipment and the size of your project, orders typically arrive within 3-6 weeks.

2. Installation

Once the material arrives, your local installation contractor will call and schedule a convenient installation date. The day prior to your scheduled installation appointment, the installation contractor will contact you to confirm the appointment. On installation day, the contractor will review the scope of work and safety requirements with you, and proceed to perform the installation with as minimal an impact as possible to your operations.

3. Completion

Upon completion of the work, the Contractor will request a signed Project Completion Form to validate that the project was completed per the participation agreement and that you are completely satisfied.

Support and Warranty

We are here to help every step of the way. To check in on the status of your project or request equipment warranty support, please call the Small Business Energy Saver Team anytime at:

855-232-1042
www.sbeswarranty.com

The Small Business Energy Saver team is committed to 100% customer satisfaction. We will send you a satisfaction survey to collect information on your overall experience. We are always seeking to improve the program and your feedback is very important to us.

Thank you for your participation in the program and for your commitment to saving energy!

Participation Agreement

Business Name:	VANCE CO FIRE DEPT.
Billing Address:	122 Young St Ste B Henderson NC 27536
Duke Energy Customer Name:	Vance County Fire Dept
Facility Address:	188 Bickett st, Henderson, NC, 27536
Phone: (252) 738-2005	Fax: (252) 438-6656
E-Mail Address:	smoss@vancecounty.org
Lime Energy Project Number:	PRG00105486.1

PARTICIPATING CUSTOMER

Signature:

Date:

Print Name:

Title:

SUMMARY OF PROPOSAL PURCHASE PRICE

Final Purchase Price	\$8,813.94
Project Incentive Duke Energy project incentive paid directly to Lime Energy.	\$6,017.66
Customer Deposits	\$0.00
Customer Balance	\$2,796.28

This Participation Agreement constitutes a contract between the individual or entity listed below in the box labelled Participating Customer (the Participating Customer) and Lime Energy Services Co. (the "Company" and with the Participating Customer, a "Party" and together the "Parties"). By signing below, the Participating Customer agrees to the applicability of the terms and conditions set forth herein. An updated energy assessment may be required if the proposed scope of work is not accepted and this Participation Agreement executed within 45 days.

PAYMENT TERMS

Number of Months	1
Monthly Payment Amount	\$2,796.28
Discounted Customer Price	\$2,796.28

Monthly Payment Amount is approximate. The actual Monthly Payment Amount will be specified in the Financing Agreement between Participating Customer and Lender.

LIME ENERGY SERVICES CO.

Name:	Thomas DelViscio
Title:	Energy Service Representative
Address:	16810 Kenton Drive, Suite 240 Huntersville, NC 28078
Telephone/Fax:	(984)209-9000 / (704) 892-5907
Email:	tdeviscio@lime-energy.com

The Participating Customer pays its cost contribution to Lime Energy Services Co. ("Company") by (check one):

- ☒ **Lump Sum Payment.** Initial Payment of \$0.00 upon signing this Participation Agreement, with the remaining balance of \$2,796.28 paid upon completion of the Work. By paying in a lump sum Customer will receive an additional 0.00% discount off of the remaining balance.
- ☐ **12 Payments.** Participating Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$260.66 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Section 4b hereof.
- ☐ **24 Payments.** Participating Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in twenty-four (24) monthly payments of \$130.33 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Section 4b hereof.
- ☐ **DLL Financing Option.** Participating Customer payments over time will be made in accordance with Financing Agreement between Participating Customer and Lender.

CERTIFICATION STATEMENT Participating Customer certifies that the information provided in this Participation Agreement is true and accurate and that they are financially responsible for payment of the Duke Energy bill for the Duke Energy Customer Name and Facility Address referenced above. Participating Customer further certifies that the Measures described in this Participation Agreement have or will be installed in the Premises owned by the Participating Customer and the equipment installed will not be removed and resold. The Measures together with all proceeds of the purchase price (as defined in the Extended Payment Terms and Conditions attached hereto and incorporated herein) will be used for commercial and not for consumer household or family purposes. If the Participating Customer does not own the Premises, Participating Customer hereby represents and warrants that it has obtained all necessary consents and authorizations for the Work, including, without limitation, consent from the owner of the Premises. Participating Customer shall solely be liable for the Work done at the Premises, whether or not owned by Participating Customer, and the Company shall look solely to Participating Customer and not the owner of the Premises, for performance of Participating Customer's obligations hereunder. Participating Customer acknowledges that the rights in this Participation Agreement shall be binding upon Participating Customer's successors and permitted assigns. Participating Customer agrees to incorporate this Participation Agreement by reference in leases, sales contracts, or other similar documents relating to the end use and ownership of the Premises.



Small Business
Energy Saver

Proposal Provided By:



PRG00105486.1

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Participation Agreement

1. Program and Measure Installation:

Lime Energy Services Co. (the "Company") will install, in a good and workmanlike manner, the measures described in the Scope of Work, (the "Measures"). The Company shall use commercially reasonable efforts to install the Measures within thirty (30) days of the participating customer (the "Participating Customer") signing this Small Business Energy Saver Program Participation Agreement (this "Agreement"). The Company shall furnish all preliminary audit requirements, labor, equipment, materials and such other items reasonably required for the installation of the Measures (collectively, the "Work") unless noted as an exception on Proposed Scope of Work. The Work to be provided under the Small Business Energy Saver Program (the "Program") is limited to work directly associated with the evaluation and installation of Measures and shall in no way include work by the Company in connection with the correction of any existing safety issues or building code violations, whether apparent or hidden, nor shall Company or the Installation Contractor be obligated to identify or notify Participating Customer of any such safety issues or building code violations. An independent contractor (the "Installation Contractor") shall be hired by the Company to install the Measures at Participating Customer's property (the "Premises"). The Installation Contractor shall permanently disable (make them unfit for reuse) all lamps replaced pursuant to this Participation Agreement. The disposal of any lighting equipment which is removed as a part of the Work will be the responsibility of the Company. When undertaking the installation, the Installation Contractor or the Company, at their sole discretion, may choose not to make the installation of the Measures for reasons related to safety, health concerns, code violations, discovery of unforeseen conditions, the presence of asbestos or other reasons that may result in higher than anticipated installation costs. Notwithstanding anything to the contrary herein, the Company reserves the right to amend or rescind and terminate the offer set forth in this Agreement at any time, including after the execution of this Agreement, if in the Company's sole discretion, the cost, timing or availability of products or services regarding this Agreement changes or if there are changes materially that require Measures that are not approved for the Program incentives. The Company shall provide the Participating Customer notice of such amendment or rescission and termination by email, in person, or by phone. All Work shall be performed during normal business hours, Monday through Friday unless the Participating Customer, Company and Installation Contractor agree otherwise. In this case the Company shall not be entitled to any additional compensation for Work performed outside of such normal business hours unless agreed to in writing between the Company and Participating Customer. The Company shall use commercially reasonable efforts to make timely delivery and installation of equipment. In no event will the Company be responsible for lost or reduced savings or financial incentives due to delays in completion of the Work. In the event that the Work spans multiple days, the Installation Contractor may store equipment and materials at the Participating Customer's facility. Title to equipment and material shall remain with the Company until it is fully paid for by Participating Customer. Risk of loss for equipment and material shall pass to Participating Customer at the time equipment and/or material is delivered to the Premises. Customer shall provide Company and Installation Contractor with reasonable access to all necessary areas of the Premises during agreed upon days and hours.

The Company or Installation Contractor may discover a condition at the premises that prohibits installation of certain Measures, a condition that requires installation of additional measures, and/or a condition that requires different quantities of certain Measures. These additional Measures may include Measures that were omitted from the original Proposed Scope of Work due to certain conditions including but not limited to missed rooms, miscounts, code violations, or other unforeseen omissions, collectively to be known as "the Amended Measures." In the event that the Company or Implementation Contractor discovers a condition the requires Amended Measures, the participating Customer hereby consents to allow Company to install or cause to be installed (through the Installation Contractor) such Amended Measures without further notice to or authorization from Participating Customer, provided that the installation of the Amended Measures does not increase the Customer Price by more than ten percent (10%). Following the installation of any Amended Measures, the Company shall provide the Participating Customer with a Revised Scope of Work that lists the Amended Measures and their corresponding energy savings metrics. In the case of a Measure that was not installed due to a condition on or at the Premises, the Revised Scope of Work shall note that such Measure was not installed. In the event that the installation of any Amended Measures will increase the Customer Price by more than ten percent (10%), then Company shall notify the Participating Customer and shall obtain written approval from the Participating Customer before proceeding with or directing any installation of the Amended Measure(s). If the actual cost at completion of the installation is less than the estimated cost, or if the Company chooses not to install Measures in accordance with this agreement, the Company shall adjust the Participating Customer's contribution and the final invoice accordingly. If the Participating Customer has selected an Extended Payment Option, the customer's monthly payment shall be adjusted to reflect any applicable decrease in the total amount due from Participating Customer.

2. Warranty and Disclaimers:

The Company shall provide the following warranties against all defects in material or workmanship, unless caused by the action or inaction of the Participating Customer, its agents, subcontractors, vendors or such other party under the control of the Participating Customer:

- a. **Workmanship Warranty** – The Company shall warranty all workmanship for a period of one (1) year from the completion date of the Work. Participating Customer's sole remedy with respect to such warranty shall be Company's repair of any defective installation.
- b. **Material Warranty** - For all material defects the Company will pass through the material warranty periods provided by the manufacturer or distributor of any material or equipment installed by Company at the Premises as part of the Work. The Company will act on the Participating Customer's behalf to get replacement product or credit for any material or equipment that fails within the warranty period. Manufacturer warranty periods for eligible equipment from the date of installation are as follows: Lamps – 1 year; LED Exit Signs – 10 years; Ballasts – 5 years; Fixtures – 1 year; Occupancy Sensors – 5 years; LED lamps – 5 years; LED fixtures – 5 to 10 years (depending on type/manufacturer); LED wall packs – 5 to 10 years (depending on type/manufacturer); LED Screw-ins – 5 years
- c. **Energy Savings Disclaimer** - Neither Duke Energy Progress nor the Company guarantees that the installed Measures will save any level of energy or result in the reduction in Customer's electric utility bill. For lighting improvements, estimated kilowatt hour energy savings displayed in this Agreement are calculated according to the wattage saved per line in the Proposed Scope of Work multiplied by the annual hours of use per line that were indicated at the time of the energy assessment.

The Company makes no other warranties, whether express or implied, with respect to the Work, including without limitation, all warranties with respect to merchantability and fitness for a particular purpose.

Dimmer Disclosure: LED's proposed for installation on lighting circuits with existing dimmers, as detailed in the scope of work under this contract, may require the installation of an LED-compatible dimmer(s). Lime Energy does not guarantee operation of LED's on lighting circuits currently operated by existing dimmer(s), nor their compatibility with newly installed dimmer(s), and is not responsible for any costs incurred by dimmer replacement(s) or installation thereof.

Construction or Product Warranty Questions

For participating SBES customers, please call **1.855.232.1042** or visit **www.sbeswarranty.com** for any construction questions and/or warranty related issues.

3. Confidentiality:

Without limiting the generality or specificity of any other provision of this Participation Agreement or any other agreement between Participating Customer and Company, Company and any subcontractor of Company's agrees to comply with all applicable laws, rules and regulations regarding the use, disclosure, protection and safeguarding of personally identifiable information ("PII") that Company creates or receives from or on behalf of Duke Energy Progress Carolinas, LLC (Duke Energy) relating to the Work. Company shall only use PII for the purpose of providing the Work and will not use or disclose PII for any other purpose, including Company's own purposes.

Except to the extent necessary to provide the Work, Company shall not use PII to create any de-identified or aggregated data without prior written consent of the Participating Customer. Company shall comply with and conform to recognized common body of knowledge standards and best practices regarding information security relating to sensitive data such as PII. Company will use and disclose only the minimum necessary amount of PII to accomplish the intended purpose of the Work. Company will employ administrative, physical, and technical safeguards to prevent the unauthorized use, insecure disclosure, compromise, or loss of PII. Upon completion of the Work, Company shall return or destroy all PII, keep no copies of PII, and certify in writing to the Participating Customer that such return or destruction is complete. Company will immediately report to Participating Customer any suspected or actual security incident involving any systems containing PII and any use, disclosure, compromise, or loss of PII not authorized under this Participation Agreement. Company will fully cooperate with Participating Customer in response to any such incident. Company will report to Participating Customer and fully cooperate with Participating Customer in responding to any complaints or questions regarding Company's or Duke Energy's privacy practices regarding PII. Company shall comply with all privacy and security policies relating to PII of Duke Energy that Duke Energy provides to Company. Company agrees to defend, indemnify and hold harmless Duke Energy and Participating Customer and their respective parent, officers, directors, agents, affiliates, distributors, franchisees and employees against any loss, proceeding, lawsuit, claim, demand, damage, expense, or cost, including reasonable attorneys' fees (including allocated costs for in house legal services) ("Liabilities") arising out of any act or omission related to or a failure of Company to comply with the terms of this section of the Participation Agreement. In the event of any conflict between the indemnification provision in this section and any other indemnification provision(s) in the Participation Agreement, the indemnity provision more specific to the Liabilities shall apply.

Participation Agreement

4. Equipment and Customer Contribution:

- a. The estimated cost of the installation including the estimated Participating Customer's contribution is itemized on Proposal. The Participating Customer may choose one of the payment options as set forth on the Proposal. The Company shall have sole discretion in determining whether to approve Participating Customer for extended payment terms, and Participating Customer shall provide all information reasonably requested by the Company with respect to making any such determination. The Company reserves the right to receive and review credit profiles on the participating customer when deciding whether to approve extended payment terms.
- b. In the event that one of the two options for Extended Payment Options or the DLL Financing Option is selected the Extended Payment terms and conditions attached hereto shall be incorporated herein. To the extent not prohibited by law, Lime Energy may deny at its absolute discretion, all or specific plan pricing options which may include a commercial credit check. If Lime Energy or Lender, as the case may be, determines, in its absolute discretion, that the customer's credit has deteriorated or has otherwise placed customer's repayment of the Account Balance at risk, the project may not be initiated. Lime Energy will notify the customer and return any deposit or monies paid to Lime Energy within 30 days for the specific project. In the event of a conflict between the terms and conditions of the Program Participation Agreement and the Extended Payment Terms and Conditions, the terms and conditions of the Extended Payment Terms and Conditions shall prevail.
- c. If you have not paid your Lump Sum Account Balance in full within 45 days from the completion of the project, as determined by Lime Energy, your account is in default. If you are in default, you will forfeit any previously agreed upon discounts, including Lump Sum pricing, and must immediately pay your total portion of the unpaid Instalment pricing project cost Account Balance in addition to a monthly Service (Finance) Charge fee equal to 1.50% of the Account Balance. If the minimum Instalment payment due is not paid for three (3) consecutive periods and the Account Balance is greater or equal to the sum of those three (3) minimum required payments as determined by their Due Dates, your account is in default and you must immediately pay your total portion (all past due and future amounts) of the unpaid pricing project cost Account Balance in addition to a monthly Service (Finance) Charge fee equal to 1.50% of the total past due Account Balance. A Returned Payment Fee in the amount of \$50.00 will be charged to your Account by Lime Energy for each payment on your Account, either by, credit card, ACH, check or other means, that is returned to Lime Energy unpaid and/or dishonored. Upon project completion, any changes to the original scope of work and associated costs will be documented and reflected in the close out process and reflected in the Project Completion Form, including any required changes to the Extended Payment Terms and Conditions.

Customer also acknowledges that the total amount due from Customer may be increased (or decreased) due to and in accordance with Section 1 hereof. Should the total amount due from Customer be increased or decreased pursuant to Section 1, Customer understands that his/her monthly payment (if Customer has selected one of the Extended Payment Options or the DLL Financing Option) will be automatically increased or decreased to reflect the adjusted (increased or decreased) total amount due over the applicable payment term. Customer hereby consents to and agrees to a relevant adjustment in his/her monthly payment obligation without further notice from Company.

- d. Any amount due from Participating Customer and not received by Company within 30 days of its due date shall bear interest at the rate of one and one-half percent (1.50%) per month from the date such invoice was originally due to Company.
- e. Participating Customer shall pay Company or Lender, as the case may be, all costs and expenses including reasonable attorney fees and/or collection agency fees incurred in collection of any past due amounts.

5. Follow-up Visits and On Site Monitoring:

The Company, Duke Energy Progress or agents of either party reserve the right to make a reasonable number of both pre-installation and post-installation follow-up visits during the 36 months following the completion date of the Work. Such visit(s) will be at a time convenient to the Participating Customer. The purpose of the follow-up visit(s) is to provide the Company and Duke Energy Progress with an opportunity to evaluate the installed Measures in order to determine the actual kW reduction and energy savings for program evaluation purposes.

6. Indemnification from Participating Customer:

As part of agreeing to participate in the Program, which includes financial incentives to reduce the Participating Customer's net project costs, the Participating Customer shall protect, indemnify, and hold harmless the Company, Lender (if applicable) and Duke Energy Progress (including their parent, officers, directors, agents, affiliates, distributors, franchisees and employees) from and against any and all claims, demands, suits, actions or causes of action, liabilities, losses, damages, judgments, settlements, penalties, costs and expenses (including without limitation, attorney's fees and expenses) (collectively, "Losses") imposed upon or incurred by or asserted against the Company, Lender (if applicable) or Duke Energy Progress resulting from, arising out of, or relating to the Company's performance of this Participation Agreement, other than Losses resulting from the negligence or willful misconduct of, or the breach of this Participation Agreement by, the Company, but specifically including any Losses resulting from breach or default by Participating Customer of the terms and conditions of this Participation Agreement. This indemnity obligation under this section shall survive any expiration or termination of this Participation Agreement.

7. Indemnification from Company:

The Company shall indemnify and hold harmless Participating Customer from and against any and all Losses to the extent such Losses directly arise from the Company's (a) breach or default of any material provision of this Participation Agreement, or (b) negligent or willful misconduct in the performance of this Participation Agreement.

8. Limitation on Liability:

Company's liability to Participating Customer for all Losses pursuant to this Participation Agreement will be limited to any invoiced amounts actually received by Company from Participating Customer with respect to the Work. Notwithstanding the foregoing, the Company and Duke Energy Progress shall not be responsible or liable for (a) the condition, maintenance or repair of any electrical wiring or other existing condition located in or on the Premises, (b) repairs or replacements of fixtures or lamps damaged or destroyed by acts of negligence of persons not under the direct supervision of the Company, (c) delays in the completion of the Work or for failure to give notice for such delays unless such delays are caused by the negligence of the Company, or (d) for the non-performance of any of the terms or conditions of this Participation Agreement directly attributable to a strike, national emergency, act of God or any other act for which the Company and Duke Energy Progress are not responsible and over which Company and Duke Energy Progress have no control. Neither the Company nor Duke Energy Progress shall, in any event, be liable to Participating Customer for incidental, indirect, special, punitive, exemplary or consequential damages.

9. Representations of Customer:

Participating Customer represents, covenants and warrants to Company that Participating Customer (a) has corporate or other authority to enter into and perform under the terms of this Participation Agreement; (b) will not violate any provisions of applicable law or its organizational documents by performing under this Participation Agreement; and (c) entering into this Participation Agreement will not result in the breach of any agreement to which Participating Customer is a party.

10. Entire Agreement:

This Participation Agreement, including all Exhibits to this Participation Agreement and all other agreements incorporated herein by reference, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral with respect to the subject matter hereof. All provisions of this Participation Agreement shall be considered as separate terms and conditions and in the event any one of them shall be held illegal, invalid or unenforceable in an arbitration or by a court of competent jurisdiction, all other provisions hereof shall remain in full force and effect if the illegal, invalid or unenforceable provisions were not a part hereof.

11. Miscellaneous:

This Participation Agreement is not assignable except by written agreement entered into by the Parties hereto. Neither Party hereto shall unreasonably withhold consent to the other Party's assignment of this Participation Agreement. Any attempted assignment without the consent of the other Party hereto shall be null and void and of no effect. The Parties to this Participation Agreement are independent contractors. As used herein this Participation Agreement, the term "Duke Energy" shall mean Duke Energy Progress, Inc. or Duke Energy Carolinas, LLC, depending upon the Participating Customer's regulated utility account and Facility Address. of this Participation Agreement.

12. Arbitration:

In the event of any dispute relating to this Participation Agreement, the Parties will attempt in good faith to resolve the dispute by conducting a minimum of two discussions between senior executives of each Party having authority to settle the dispute. If such discussions do not result in a resolution of the dispute within sixty (60) days, the dispute shall finally be settled by arbitration by a sole arbitrator in Charlotte, North Carolina in accordance with the Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrator will not have the authority to award punitive damages to either Party. Each Party shall bear its own expenses, but the Parties will share equally the expenses of the arbitrator and the AAA. This Participation Agreement will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction.

13. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina.

14. Customer Responsibility for Additional Equipment and Services

For any additional services included in the Non-Incentivized Scope of Work, Lime Energy agrees to provide the work although the costs for this additional work will be the responsibility of the customer. Additional services may include permit fees, fixture relocations, wiring, disposal, lift equipment, any work performed outside of normal business hours, costs required to maintain compliance with electrical codes, other costs listed in the following section, and any other special project applications.

15. Contributions for Non-Incentivized Work

For all eligible customers, this program provides incentives of up to 80% of the cumulative fixed unit price (one-for-one replacement or retro-fit of existing equipment and utilizing the existing electrical wiring and mounting hardware) of measures installed by the installation contractor. Work or services outside of this defined scope should be itemized on the "Non-Incentivized Work Form." If the implementation contractor discovers any unforeseen additional work outside of the program's scope, the customer should be informed of this additional work and any associated costs at that time. Should any additional work be required for measure installation, the customer will reserve the right to cancel the work for which additional costs are required. All of the following will be considered additional work and all costs associated with them shall be the responsibility of the customers: All incremental costs for specialty products above the costs of standard equipment; All mounting requirements, wiring needs, and other material and labor costs outside the standard scope of a one-for-one replacement or retrofit of existing equipment, including wiring, material, and labor costs associated with compliance with electrical codes. All incremental costs to comply with Prevailing Wage Laws for additional work needed to complete work at the customer's premises; All costs for general waste containers delivered to the installation site (if customer cannot provide general waste containers); All aerial lifts; All staging costs; All costs related to delays to measure implementation that are caused by obstructions, immovable objects, or other impediments to reasonable access to all lighting fixtures and equipment being replaced; All costs associated with the additional time needed to stabilize equipment connected to mislabeled circuit panels; If any work is cancelled by the customer because of the customer's responsibility for non-incentivized work, then all related costs, savings, and incentives proposed for the affected measures will be removed and reflected in the customer's final invoice.

Payment Information

Participation Customer: VANCE CO FIRE DEPT. , Vance County Fire Dept

EIN:

Facility Address: 188 Bickett st Henderson NC 27536

Phone Number: (252) 738-2005

Email Address: smoss@vancecounty.org

☐ Payment by Credit Card

Type of Credit Card:

Credit Card Number:

CVC Number: Expiration Date:

Cardholder Name:

Billing Address:

Signature:

☐ Payment by ACH

Bank Name::

Bank Address:

Routing Number:

Account Number:

Account Name:

Signature:

Important Notice to Customers

Do not sign the Small Business Energy Saver Program Participation Agreement before you have read it or if it contains any blank spaces. You are entitled to a copy of the Participation Agreement. Keep a copy of the Participation Agreement so you understand your legal rights.

Participating Customer and the Company acknowledge and agree that if Participating Customer elects the DLL Financing Option, this Payment Information section shall apply only to any deposits or other down payments paid by Participating Customer to the Company. Participating Customer shall be responsible for all payments to Lender in accordance with the Financing Agreement.

1. Sale of Equipment. Lime Energy Services Co. ("Seller"), for and in consideration of the sum set forth above to be paid by Customer (the "Purchase Price"), does hereby agree to install, sell, assign and transfer to Customer the equipment described in the Small Business Energy Saver Program Participation Agreement (the "Equipment").

2. Payment of Participating Customer Balance. The portion of the Purchase Price which is not paid on or before the date set forth below to the Company in accordance with an Extended Payment Option (the "Participating Customer Balance") shall be paid pursuant to the payment schedule set forth above. Participating Customer hereby authorizes Company to charge the Monthly Payment to the credit card or bank account (as indicated above) and to promptly notify Company of any change to the credit card or bank account information provided above. Participating Customer may prepay without penalty the Participating Customer Balance in whole or in part at any time. Company shall never be entitled to receive, collect, or apply as interest (for purposes of this Section 2 the word "interest" shall be deemed to include any sums treated as interest under applicable law governing matters of usury and unlawful interest), any amount in excess of the Highest Lawful Rate (hereinafter defined) and, in the event Company ever receives, collects, or applies as interest any such excess, such amount which would be excessive interest shall be deemed a partial prepayment of principal and shall be treated hereunder as such; and, if the Participating Customer Balance is paid in full, any remaining excess shall forthwith be paid to Participating Customer. "Highest Lawful Rate" shall mean the maximum rate of interest which may be contracted for, charged, taken, reserved or received under applicable law after taking into account, to the extent required by applicable law, any and all relevant payments or charges hereunder.

3. Seller Representations and Warranties. Seller hereby represents and warrants to Customer that as of the date hereof:

3.1 Execution and Delivery. This Participation Agreement has been duly executed and delivered by duly authorized representatives of Seller and constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

3.2 Title. Seller is the owner of the Equipment, free and clear of all liens, conditional sale agreements and encumbrances. Seller's sale of the Equipment pursuant to this Participation Agreement is not encumbered by any other pre-existing, superseding, superior or inferior interest of any kind.

4. Customer Representations and Warranties. Customer hereby represents and warrants to Seller that as of the date hereof:

4.1 Organization and Authority. Customer is organized, validly existing and in good standing under the laws of the state of its formation. Customer has full power, authority and legal right to execute, deliver and perform this Participation Agreement and the execution, delivery and performance hereof has been duly authorized by all necessary action.

4.2 Execution and Delivery. This Participation Agreement has been duly executed and delivered by duly authorized representatives of Customer and constitutes a legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

5. Events of Default. Each of the following shall constitute an "Event of Default" hereunder:

5.1 Payment Default. The Customer defaults in making any payment of the Customer Balance upon any scheduled payment date, including but not limited to, the Final Payment Date specified above.

5.2 Bankruptcy, Etc. The Customer is the subject of any voluntary or involuntary bankruptcy or insolvency proceeding or Seller deems Customer to be financially insecure.

6. Consequences Upon Default.

6.1 Remedies. Upon the occurrence of an Event of Default and in each and every case, the Seller may declare the Customer Balance to be due and payable immediately, by written notice to the Customer, and upon any such declaration the same shall become and shall be immediately due and payable.

6.2 Default Interest. During such time as an Event of Default has occurred and is continuing, the Customer shall on demand from time to time pay interest, to the extent permitted by law, on such defaulted amount up to (but not including) the date of actual payment (whether before or after judgment) at the rate per annum (computed on the basis of the actual number of days elapsed over a year of 360 days) equal to eighteen percent (18.0%).

6.3 Enforcement Costs. Customer promises to pay all costs and expenses, including reasonable attorneys' fees, incurred in the collection and enforcement of this Participation Agreement.

7. Miscellaneous.

7.1 Successors and Permitted Assigns. This Participation Agreement shall inure to and bind (i) Customer and Customer's successors and permitted assigns, and (ii) Seller and Seller's successors and assigns. Without limitation of the foregoing, Customer expressly acknowledge that Seller may assign and transfer all its rights and interests hereunder to an assignee to be identified by Seller, and acknowledge and agree that, upon execution and delivery of the assignment in relation thereto, such assignee shall hold all of the rights and interests of Seller hereunder. Customer may not sell or assign this Participation Agreement, or any other agreement with Seller or any portion thereof, either voluntarily or by operation of law, without the prior written consent of the Seller, which consent shall not be unreasonably withheld or delayed.

7.2 Entire Participation Agreement; No Oral Modification. This Participation Agreement and the DEP Small Business Energy Saver Program Participation Agreement constitute the entire agreement between Seller and Customer with regard to the subject matter thereof. No provision of this Participation Agreement shall be modified unless in writing by an authorized representative from the executive offices of Customer.

7.3 Severability. Seller and Customer intend this Participation Agreement to be a valid and enforceable legal instrument, and no provision of this Participation Agreement which may be deemed unenforceable shall in any way invalidate any other provisions of this Participation Agreement, all of which shall remain in full force and effect.

7.4 Choice of Law and Venue; Arbitration and Attorney Fees. This Participation Agreement shall be considered to have been made in the State of North Carolina and shall be interpreted in accordance with the laws and regulations of the State of North Carolina without regard to its conflicts of laws principles. Any controversy or claim arising out of or relating to this Participation Agreement, or the breach thereof, shall be settled by arbitration at the American Arbitration Association in Charlotte, North Carolina. The prevailing party in any arbitration shall be entitled to reasonable attorneys' fees, together with all costs and expenses incurred in pursuit thereof.

7.5 Counterparts. This Participation Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Participation Agreement to produce or account for more than one such counterpart. The signature of any party by transmitted facsimile machine shall be considered for these purposes as an original signature.

7.6 Notices. Any notice required by the provisions of this Participation Agreement shall be in writing and shall be delivered by hand, by facsimile machine, by overnight courier or mailed by first class, registered or certified mail, postage prepaid, at the respective address of Seller and Customer set forth above. A written notice shall be deemed to have been given to the recipient party on the earlier of: (a) the date it shall be delivered to the address required by this Participation Agreement; (b) the date delivery shall have been refused at the address required by this Participation Agreement; or (c) with respect to notices sent by mail, the date as of which the postal service shall have indicated such notice to be undeliverable at the address required by this Participation Agreement.

7.7 Seller's Notice Address. Seller's principal address is 16810 Kenton Drive, Suite 240, Huntersville, N.C. 28078.

Consent Agenda Items

Tax Refunds and Releases

Monthly Reports

Administrative Ambulance Charge-Offs

Cooperative Extension

Economic Development

EMS

Health Department

Human Resources

Information Technology

Planning and Development

Veterans Service

TAX OFFICE REFUND AND RELEASE REPORT FOR MAY 2018

TAXPAYER NAME	TAX YR	REAL	PERSONAL	SOLID WASTE FEE	REASON	
FLORES JUAN JOSE BANDA	2015	0	49.47	105.00	PERS PROP BILLED	
FLORES JUAN JOSE BANDA	2016	0	47.95	105.00	PERS PROP BILLED	
FLORES JUAN JOSE BANDA	2017	0	47.95	105.00	PERS PROP BILLED	
ALSTON FAYE EVELYN	2018	0	8.35	0	PERS PROP BILLED	
GREENE ANDREW JACKSON	2018	0	67.00	0	PERS PROP BILLED	
TAYLOR RAY ARTHUR	2018	0	13.01	0	CORRECT VALUE	
TAYLOR RAY ARTHUR	2018	0	20.91	0	CORRECT VALUE	
		0	254.64			
TOTAL REFUNDS & RELEASES	254.64					

ADMINISTRATIVE AMBULANCE CHARGE-OFFS

FOR INFORMATION ONLY

JUNE 2018

<u>NAME</u>	<u>DATE OF SERVICE</u>	<u>AMOUNT</u>	<u>REASON</u>
Arthur Arrington	05/28/2008	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Steven Bagby	05/02/2008	453.18	Uncollectible-Statute of limitation beyond 10 yrs
George W. Balthrope	05/29/2008	62.33	Uncollectible-Statute of limitation beyond 10 yrs
Vester Blue	05/03/2008	85.01	Uncollectible-Statute of limitation beyond 10 yrs
Christine P. Brown	05/15/2008	100.00	Uncollectible-Statute of limitation beyond 10 yrs
Mary H. Bullock	05/27/2008	100.00	Uncollectible-Statute of limitation beyond 10 yrs
Michael Bullock	05/25/2008	396.90	Uncollectible-Statute of limitation beyond 10 yrs
Omeka J. Bullock	05/12/2008	90.64	Uncollectible-Statute of limitation beyond 10 yrs
Ronnie Bullock	05/03/2008	100.00	Uncollectible-Statute of limitation beyond 10 yrs
Thomas Bullock	05/13/2008	150.00	Uncollectible-Statute of limitation beyond 10 yr
Myra Chamness	05/30/2008	378.14	Uncollectible-Statute of limitation beyond 10 yrs
Sherman Daye	05/21/2008	396.90	Uncollectible-Statute of limitation beyond 10 yrs
Vanessa A. Dorsey	05/12/2008	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Shelton Drakeford	05/24/2008	387.52	Uncollectible-Statute of limitation beyond 10 yrs
Carlton D. Edwards	05/19/2008	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Carolyn J. Edwards	05/29/2008	453.18	Uncollectible-Statute of limitation beyond 10 yrs
Melvin E. Evans	05/01/2008	208.42	Uncollectible-Statute of limitation beyond 10 yrs
Joseph A. Galluccio	05/23/2008	9.14	Uncollectible-Statute of limitation beyond 10 yrs
Travis K. Griffin	05/12/2008	378.14	Uncollectible-Statute of limitation beyond 10 yrs
Larry E. Hardee	05/03/2008 & 05/04/2008	248.89	Uncollectible-Statute of limitation beyond 10 yrs
Lonnie J. Hargrove	05/05/2008	150.00	Uncollectible-Statute of limitation beyond 10 yrs

Ray C. Hargrove	05/21/2008	75.00	Uncollectible-Statute of limitation beyond 10 yrs
Shevin M. Hargrove	05/11/2008	387.52	Uncollectible-Statute of limitation beyond 10 yrs
Sallie B. Harris	05/21/2008	99.61	Uncollectible-Statute of limitation beyond 10 yrs
Shirleen C. Harris	05/03/2008	396.90	Uncollectible-Statute of limitation beyond 10 yrs
Mattie L. Hawkins	05/26/2008	75.00	Uncollectible-Statute of limitation beyond 10 yrs
Connie D. Hester	05/29/2008	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Quincey T. Hester	05/05/2008	434.42	Uncollectible-Statute of limitation beyond 10 yrs
James H. Higgins	05/16/2008	175.66	Uncollectible-Statute of limitation beyond 10 yrs
Wanda J. Horton	05/01/2008	481.32	Uncollectible-Statute of limitation beyond 10 yrs
Chelsie D. House	05/10/2008	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Jeffrey W. Humphries	05/28/2008	75.00	Uncollectible-Statute of limitation beyond 10 yrs
James B. Jackson	05/16/2008	387.52	Uncollectible-Statute of limitation beyond 10 yrs
Jasmin Jackson	05/19/2008	459.38	Uncollectible-Statute of limitation beyond 10 yrs
Bobby Jefferson	05/16/2008	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Betty Jo Johnson	05/09/2008	100.00	Uncollectible-Statute of limitation beyond 10 yrs
Melissa J. Johnson	05/15/2008	60.00	Uncollectible-Statute of limitation beyond 10 yrs
Angeletta M. Jones	05/25/2008	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Natosha E. Jones	05/06/2008 – 05/30/2008	1237.60	Uncollectible-Statute of limitation beyond 10 yrs
Shirley M. Jones	05/26/2008	225.30	Uncollectible-Statute of limitation beyond 10 yrs
Ollie P. Journigan	05/01/2008	79.38	Uncollectible-Statute of limitation beyond 10 yrs
Hal G. Kearney	05/27/2008	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Roger L. Long	05/31/2008	79.38	Uncollectible-Statute of limitation beyond 10 yrs
Ann McGrath	05/18/2008	825.20	Uncollectible-Statute of limitation beyond 10 yrs
Gale Milam	05/23/2008	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Edna N. Parham	05/30/2008	181.28	Uncollectible-Statute of limitation beyond 10 yrs
Edna E. Parker	05/10/2008	434.42	Uncollectible-Statute of limitation beyond 10 yrs
Delores W. Petola	05/17/2008	471.94	Uncollectible-Statute of limitation beyond 10 yrs

Maggie M. Perry	05/16/2008	75.00	Uncollectible-Statute of limitation beyond 10 yrs
Rhonda F. Perry	05/31/2008	415.66	Uncollectible-Statute of limitation beyond 10 yrs
Rhonda O. Perry	05/29/2008	74.64	Uncollectible-Statute of limitation beyond 10 yrs
Pattie L. Person	05/30/2008	74.84	Uncollectible-Statute of limitation beyond 10 yrs
Dashawn J. Pulliam	05/23/2008	387.52	Uncollectible-Statute of limitation beyond 10 yrs
Rufus L. Rainey	05/05/2008	25.00	Uncollectible-Statute of limitation beyond 10 yrs
Barbara J. Richardson	05/02/2008	92.51	Uncollectible-Statute of limitation beyond 10 yrs
Thomas H. Roberts	05/21/2008	75.63	Uncollectible-Statute of limitation beyond 10 yrs
Sarah A. Russell	05/06/2008	75.00	Uncollectible-Statute of limitation beyond 10 yrs
Tammie D. Russell	05/18/2008	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Lysette Sanchez	05/02/2008	415.66	Uncollectible-Statute of limitation beyond 10 yrs
Rebecca Selby	05/11/2008	368.76	Uncollectible-Statute of limitation beyond 10 yrs
John Singleton	05/18/2008	321.76	Uncollectible-Statute of limitation beyond 10 yrs
Mario A. Solomon	05/10/2008	75.00	Uncollectible-Statute of limitation beyond 10 yrs
Mary P. Talley	05/27/2008	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Lloyd Terry	05/05/2008	387.52	Uncollectible-Statute of limitation beyond 10 yrs
Megan Thurston	05/11/2008	165.66	Uncollectible-Statute of limitation beyond 10 yrs
Mary Troutman	05/02/2008	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Harvey Turner	05/29/2008	406.28	Uncollectible-Statute of limitation beyond 10 yrs
Laura B. Turner	05/02/2008	387.52	Uncollectible-Statute of limitation beyond 10 yrs
Oyama K. Walker	05/20/2008 & 05/23/2008	462.52	Uncollectible-Statute of limitation beyond 10 yrs
Dorothy Wimbush-Bullock	05/08/2008	164.14	Uncollectible-Statute of limitation beyond 10 yrs
Joslyn M. Yarborough	05/31/2008	75.00	Uncollectible-Statute of limitation beyond 10 yrs
Onita Young	05/23/2008	150.00	Uncollectible-Statute of limitation beyond 10 yrs

TOTAL \$ 17,365.84

Objectives	Outcomes
1. Producers will increase sales of food locally to more agriculturally aware consumers through market development, producer and consumer education, and new farmer and infrastructure support.	<ul style="list-style-type: none">• A Improving Marketing of Farm & Garden Products workshop was conducted with 4 small farmers. Post workshop evaluations from these farmers stated that all 4 had increased their knowledge of how to improve the marketing of their farm and garden products. These farmers also stated they would adopt marketing techniques taught during the workshop.
2. Agricultural producers, workers, food handlers and consumers will adopt safer food and agricultural production, handling, and distribution practices that reduce workplace and home injuries/illnesses, enhance food security, and increase the quality and safety of food that North Carolinians prepare and consumers.	<ul style="list-style-type: none">• Kerr-Tar Beekeepers Association conducted their June meeting with 8 members attending. The education program was what should we be doing with our hives doing June. A field trip was planned to visit Dr. Bob Noel bee hives.
3. Individuals and groups will acquire leadership and decision making capacities needed to guide and actively participate in local and state organizations.	<ul style="list-style-type: none">• Members will attend Betsy Jeff Pen Leadership camp where they will perform team building exercises and learn valuable life lessons.• Club outreach has started to bring more clubs to vance county 4-H. A interest meeting will be held on June 20th for livestock and horse interest.
4. Youth and adults will address community issues and/or challenges through volunteerism.	<ul style="list-style-type: none">• 4-H is recruiting new volunteers and leaders as well as members.

5. North Carolina's plant, animal and food systems will become more profitable and sustainable.	<ul style="list-style-type: none">• Five Vance County Small Farmers attended the NC A&T State University Small Farm Field Day on June 14. The farmers stated Cooperative Extension had increased their knowledge of Ginger Production, Beef cattle selection, small equipment for small farms, industrial hemp fertilization demonstration.
6. Parents and caregivers will effectively use recommended parenting, self care practices and community resources.	<ul style="list-style-type: none">• The Incredible Years program will start back in August closer to the start of school. Recruiting efforts are underway for the next class.
7. Futures that Work: School to Career Pathways	<ul style="list-style-type: none">• School enrichment has been a main focus of vance county 4-H and will continue to be.• A test ready program will be administered next spring to help the members with their EOGs and Exams.
8. Youth and adult program participants will make healthy food choices, achieve the recommended amount of physical activity and reduce risk factors for chronic diseases	<ul style="list-style-type: none">• Master Gardeners and EFNEP are conducting two summer fun camps on healthy eating and being active, as well as sending youth home with tools to prepare their own healthy meals.
9. Consumers and communities will enhance the value of plants, animals, and landscapes while conserving valuable natural resources and protecting the environment.	<ul style="list-style-type: none">• Five Vance County Small Farmers attended the NC A&T State University Small Farm Field Day on June 14. The farmers stated Cooperative Extension had increased their knowledge of Ginger Production, Beef cattle selection, small equipment for small farms, industrial hemp fertilization demonstration.
10. Community Outreach	<ul style="list-style-type: none">• Connecting with the community and finding ways to for them to get involved with Vance County 4-h has been and will continue to be a key focus.

Henderson-Vance County EDC
From: Dennis Jarvis, II
To: Henderson-Vance EDC
Cc: Jordan McMillen, Vance County Commission
Re: RTRP Membership consideration



The Henderson-Vance EDC has been asked to reconsider membership in the RTRP. The RTRP is an economic development organization sustained by and committed to ten core counties and the RTP located in Central North Carolina. The RTRP serves as a marketing companion for the counties and the RTP.

The ten counties comprised in the RTRP are:

- Chatham County
- Durham County
- Franklin County
- Granville County
- Johnston County
- Lee County
- Person County
- Wake County
- Warren County
- Wilson County
- And the Research Triangle Park (RTP)

On Monday June 4, 2018 the RTRP director and two board members of the HVEDC, Bob Herford and Commissioner Dan Brummitt conducted a conference call with the director of the RTRP, Ryan Combs to review the goals and the mission of the organization and how they relate to Vance County. I presented a few questions to Ryan and he was kind enough to email me his thoughts:

Ryan Combs responses:

- What is important to mention is that the board decided to change the priorities of the organization before I started a year ago.
- With EDPNC working projects, as well as individual county economic developers, there was a perception that there was a duplication of services between RTRP and those organizations.
- The EDAC (Economic Dev. Advisory Committee) meets once a month and they drive the mission and priorities of the RTRP.

Henderson-Vance County EDC
From: Dennis Jarvis, II
To: Henderson-Vance EDC
Cc: Jordan McMillen, Vance County Commission
Re: RTRP Membership consideration



Question 1: What is the mission of the RTRP?

The mission of the RTRP is simple:

We are a 10 county, regional economic development organization whose primary focus is to market the region externally, driving interest to our region.

Question 2: Please cite some examples of marketing and brand development that the RTRP currently has in place.

- Site-consultant trips: We had three last year, Boston, Atlanta, and Charlotte/Greenville. We will do three more this year. Our local developers are go with us on those.
- We are putting together a marketing plan for this year to keep information streaming into site-selection consultants. Sending them quarterly updates, target-marketing campaigns. Continuing to pump money into our website to drive traffic to the local sites.
- Cluster marketing: Life Sciences, Tech, Manufacturing/logistics, and Agtech
- Any collateral we put together they have available for their use. (Video's, brochures, infographics, etc.)
- Networking opportunities to participate in lunches with consultants and foreign government: example Richie and Mike Elder joining us when we flew in Mike Bennett.

Question 3: If Vance County is a member of the RTRP would we be considered a full member? Meaning would we be an active partner with voting privileges and be able to participate in discussions of the mission and the development of the marketing plan for the RTRP?

If Vance County were to become a member, you would have 3 board slots. The EDAC is front and center in assisting with the development of the marketing plan.

Henderson-Vance County EDC
From: Dennis Jarvis, II
To: Henderson-Vance EDC
Cc: Jordan McMillen, Vance County Commission
Re: RTRP Membership consideration



Question 4: How will the RTRP assist Vance County? Can you cite examples?

I, (Ryan Combs) can be a resource in multiple ways:

- I can come in and Assist Dennis when he hosts clients (reg. presentation, access to regional assets) Open doors to site-selection consultants, access to capital in the Triangle
- Partnerships with our universities.
- Every county has different needs: Last week I was sitting in a group discussion at GKN Driveline in Person County talking about workforce issues they are experiencing.
- While my primary role is develop and implement marketing strategies, I pride myself on answering individual needs of individual counties.
- We hosted the USDA rural development state director and his staff a few weeks ago in Granville County.
- I put together an event last year in Vance County to discuss Broadband, shell building space, and assets at NC State and UNC that could help with industry expansion and downtown revitalization

Question 5: Do the resources and assets of Vance County compare with the member communities?

Vance County is a member of Triangle North. You are strong in manufacturing and logistics. You fit perfectly into the marketing priorities

In 2016 the HVEDC organized a committee to review the membership of the EDC in the RTRP. The following is a summary of the report from the minutes of the September 14, 2016 HVEDC meeting:

5. RTRP Discussion

Mr. Bob Herford reported to the Board the outcome of the RTRP Committee meeting. He stated that upon reviewing every correspondence between Vance County and the RTRP, there is no evidence of any positive contribution from the RTRP to Vance County. It was determined that there are no substantial benefits for the County to remain members of the RTRP. Mr. Herford explained that the committee prepared a motion requesting that we remove ourselves from the RTRP and that we request that the County Commissioners approve those funds that were previously used for membership to be used in other marketing activities. He explained the committee members voted unanimously to present the Board with the motion.

Mr. Church asked for feedback from the two other members of the RTRP Board.

Henderson-Vance County EDC
From: Dennis Jarvis, II
To: Henderson-Vance EDC
Cc: Jordan McMillen, Vance County Commission
Re: RTRP Membership consideration



Mr. Garrison stated that he has a different view of the committee's decision. He expressed that he would like to wait until the end of the fiscal year to see how things pan out for the RTRP before we make a final decision.

Ms. Harris agreed with Mr. Garrison to at least wait until the end of the calendar year before making a final decision to withdraw membership. She stated that if the decision to leave the RTRP is made, the resources should be allocated to a specific product for a specific purpose such as paying for consulting help to complete the broadband initiative.

Mr. Church stated that he will maintain a neutral position but will support whatever decision is made by the Board.

Mr. Church allowed the motion to come to the floor to be voted on. The motion was read which stated to request that the Board address the County Commissioners to approve the allocation of funds previously designated for RTRP for use in other promotional activities.

Mr. Church asked for clarification of the requested motion. He stated based on the motion read we are giving the decision whether or not to remain with the RTRP back to the County Commissioners who had already voted on and approved the EDC Budget which had language allowing the EDC to redirect the allocated funds. He asked that the motion be amended.

Mr. Herford made an amended motion requesting that the Board approves the termination of the RTRP membership and that funds previously allocated for this purpose be used for other promotional activities. Mr. Rivers seconded the motion. Mr. Garrison requested an amendment to the amended motion. He asked that the Board delays the motion to leave the RTRP and allow it to take effect in January 2017 meaning we will remain members for six months.

The amendment to the amended motion requesting a delay in terminating membership failed at a vote of 4 to 5. The amended motion passed at a vote of 5 to 4 for the EDC to terminate their membership with RTRP.

Vance County Emergency Medical Service
06/01/2018- 06/27/18 Call Breakdown

EMS Calls Totals By Station

Company 9 (Main)	44
Company 1 (Bearpond FD)	487
June 2018 Total Calls	531

EMS Calls By Medical Category

Abdominal Pain	21
Allergies	4
Altered Mental Status	20
Animal Bite	1
Assault	9
Back Pain	8
Breathing Problems	45
Burns	0
CO Poisoning / Hazmat	0
Cardiac Arrest	7
Chest Pain	27
Choking	3
Code Stroke	2
Convulsions / Seizure	17
Diabetic Problem	14
Drowning	0
Electrocution	0
Eye Problem	1
Fall Victim	28
Fire Standby	2
Headache	12
Heart Problems	5
Heat/Cold Exposure	1
Hemorrhage/Laceration	10
Industrial Accident	0
Ingestion/Poisoning	15
Medical Alarm	2
Newborn	0
Not Applicable	38
Not Available	28
Not Entered	0
Not Known	3
Pain	26
Pregnancy / Childbirth	3
Psychiatric Problems	9
Respiratory Arrest	1
STEMI	9
Sick Person	92

Report is 3 days short

EMS Calls By Medical Category (cont.)

Stab/Gunshot Wound	1
Standby	0
Stroke/CVA	7
Traffic Accident	0
Transfer / Interfacility	0
Trauma, Arrest	0
Traumatic Injury	39
Unconscious / Fainting	16
Unknown Problems	5
June 2018 Total Calls	531

EMS Calls By Outcome

ALS Assist	0
Cancelled	0
Cancelled Enroute	12
Dead at Scene	5
Fire Standby	1
No Patient Found	36
Not Entered	0
Patient Refused Care	44
Standby	0
Training Chart	0
Treated, Refused transport	21
Treated, Transferred Care	1
Treated, Transported by EMS	411
June 2018 Total Calls	531

Mileage Report

Unit	Milage
102	122,525
103	106,967
104	27,095
105	86,116
108	63,319
109	55,560
110	155,000
112	134,698
114	69,727
1101	1,910

GVPH AGENCY SERVICES MAY 2018

1

Service Counts	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Trend
OBCM clients	81	78	106	108	124								497	
MH Clinic Visits	102	77	73	106	141								499	
Postpartum Home Visits	25	28	23	24	33								133	
Newborn Home Visits	26	29	23	24	33								135	
CH Clinic Visits	55	96	85	105	112								453	
CC4C clients	212	225	203	170	182								992	
FP Clinic Visits	146	164	182	146	188								826	
Primary Care Visits	67	82	95	104	117								465	
Positive Pregnancy Tests	17	6	9	7	14								53	
STD Visits	73	95	79	79	87								413	
HIV Tests	94	103	93	114	115								519	
Reportable Dx-Granville	61	69	90	70	84								374	
Reportable Dx-Vance	93	93	79	69	136								470	
Positive PPD	0	0	1	0	2								3	
Latent TB Cases	2	2	2	6	4								16	
Active TB Cases	0	1	0	0	1								2	
Animal Bites-Granville	4	5	7	4	7								27	
Animal Bites- Vance	6	2	4	6	14								32	
Positive Rabies	1	1	0	1	0								3	
Immunizations Given	280	223	145	205	158								1,011	
Flu Vaccines Given	158	83	19	8	6								274	
In-house Labs	508	522	546	555	601								2,732	
Reference Labs	595	640	585	720	710								3,250	
Births-Granville	36	16	27	27	24								130	
Births-Vance	47	49	35	36	34								201	
Deaths-Granville	44	33	22	32	22								153	
Deaths-Vance	62	32	39	41	28								202	
Fetal Deaths-Granville	0	0	0	0	0								0	
Fetal Deaths-Vance	0	0	0	0	0								0	
WIC Participants	2,414	2,376	2,367	2,350	2,364								11,871	
Total	5,209	5,130	4,939	5,117	5,341	0	0	0	0	0	0	0	25,736	

WELL APPLICATION

Name	W1 Evaluated	W2 Grouting	W4 Head Inspected	W6 Permit Issued New	W8 Permit Issued Abandonment	W10 Completion Issued New	W13 Bacteriological	W14 Other Sample	W15 Complaint Investigation	Permit #	Address	Septic Permit #	Date of Request
McMillen, Monjay	5/8/2018			5/8/2018					0461B02061	2167	Marigold Ln	1009	5/1/2018
Jones, Kelly	5/9/2018			5/9/2018						2169	23480 NC HWY 39 N	Dry	5/1/2018
Padgett, Larry Dean	5/22/2018			5/22/2018						2171	164 Maria Cove Ln	8970	5/2/2018
Adcock, Johnathan	5/22/2018			5/22/2018						2170	Hicksboro Rd	1005	5/16/2018
* PO=pending owner: more information needed						6/4/2018							
* PHD=pending H.D.: in process													

Nancy S Baer

SEPTIC APPLICATION

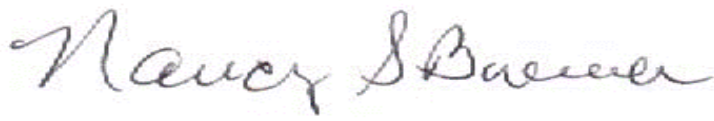
DATE RECVD	SITE READY	PARCEL NO SUBDIVISION	LOT #	APPLICANT	OWNER	EHS	PERMIT ISSUED	PERMIT #	ADDRESS
5/3/2018	5/3/2018	0482A01044 Kittrell Estates		William Riggan	Same				Kittrell Vance Ave
5/7/2018	5/7/2018	0304 03009		Michele & Patrick Riggsbee	Same				2555 Rock Spring Church Rd.
5/9/2018	5/10/2018	0366 01007		Milton Howard	Same				Terry Lane
5/11/2018	5/11/2018	0593B01015 MJ Bobbitt	15	Christopher Bowman	Same				Cedar Cove Rd
5/16/2018	5/17/2018	0545 02010		David Pendergrass	Same	CH	5/31/2018	1015	Cross Creek Rd
5/16/2018	5/18/2018	0490 02014		Timothy & Lisa Boone	Same	CH	5/25/2019	1012	Bobbitt Rd
5/30/2018	6/1/2018	Hargrove Estates 13525A02001	11C	Alfred Johnston	Same				214 Colenda Ln
5/31/2018	5/31/2018	Egypt Hills 0491A01014	14	Charles Kelley	Same				Egypt Mt Rd
* PO=pending owner: more information needed									
* PHD=pending H.D.: in process				6/4/2018					

Nancy S Bauer

2018	May	CAT
04091010528 COLLEGE STATION 2840 US 158 By-Pass 131 Ronald Hargrove 492-4073	5-1-18 A 94.5	2
04091010185 ARBY'S 403 Raleigh Road 188 RTM 430-1064	5-1-18 A 97.5	2
04091010921 CHICK-FIL-A 200 Trade St 436-0010	5-2-18 A 98	3
04091010009 BOJANGLES 1518 Dabney Drive 109 Bojangle's 438-8446	5-2-18 A 98.5	3
04091016112 ON THE MARK 585 Bearpond Road 492-7755	5-3-18 A 92.5	2
04091010169 GOLDEN CORRAL 103 N Cooper Drive 129 Golden Corral Corp. 438-9500	5-3-18 A 95	4
04091020068 BROTHER'S FOOD MART 525 S Williams Street 039 Abdo Saleh 492-2088	5-7-18 A 86.5	3
04091110001 CARVER ELEM 987 Carver School Road 2 Edith Faulkner 438-3318	5-9-18 A 99.5	3
04091010319 HAMPTON INN OF HENDERSON 385 Ruin Creek Road 492-3007	5-10-18 A 97.5	2

2018	May	CAT
04091110012 EO YOUNG ELEMENTARY 6655 Broad Street 6 Esther Alston 492-0996	5-14-18 A 99	3
040910413 Next Door Bistro 219 S Garnett St 919-633-7810	5-16-18 A 99	3
04091020091 CLARK'S GROCERY 2064 Vicksboro Rd	3-15-18 I 5-16-18 A 97.5	2
04091010165 BURGER KING 1817 N Garnett Street 201 Carolina Quality Inc 431-0596	5-17-18 A 98	2
04091020092 What's The Scoop 2175 N Garnett St 919-616-9230	5-17-18 A 99.5	2
04091010207 TACO BELL 1727 Dabney Drive 232 Luihn Foods 436-9072	5-17-18 A 98.5	2
04091010411 RIBEYE STEAKHOUSE OF HENDERSON 2002 Garham Ave 252-213-0076	5-18-18 A 98.5	2
04091010395 4 U COUNTRY STORE 13674 NC HWY 39 N 430-0014	5-23-18 A 95.5	2
04091010135 ADVENTURE ISLAND 1211 Coble Blvd 101 Anthony Abbott 492-9888	5-23-18 A 97	2

2018	May	CAT
0409101 DENNY'S 1524 Dabney Drive 438-4800	5-23-18 A 99.5	2
04091010474 SUBWAY 1417 E Andrews Ave 247 Faisal Inc 492-9669	5-25-18 A 96	2
04091010160 BURGER KING 567 Ruin Creek Road 197 Combo Foods Inc 492-5855	5-25-18 A 97.5	2
04091010308 SHEETZ 619 Ruin Creek Road 492-1530	5-29-18 A 99	2
04091010242 McDONALD'S 1421 E Andrews Ave 189 Andrea Endrusick 436-0295	5-30-18 A 97.5	2
04091010357 PIZZA HUT 106 N Cooper Drive 433-6040	5-30-18 A 98	2
04091010473 SUBWAY 1413 N Garnett Street 208 Maghadass Inc 430-1500	5-31-18 A 97.5	2
04091010163 GOLDEN CHINA 1656 N Garnett Street 199 Yun Yu Zheng 492-9131	5-31-18 A 97	3

2018	May	CAT
I= New Business C= Closed H= Out of Business B= Seasonal T=Transitional	5/10/2018	
		

43 ⁻²⁹

New Tickets

0

Your Tickets

0

Open Tickets

Settings (/settings)

Help

0

Unassigned Tickets

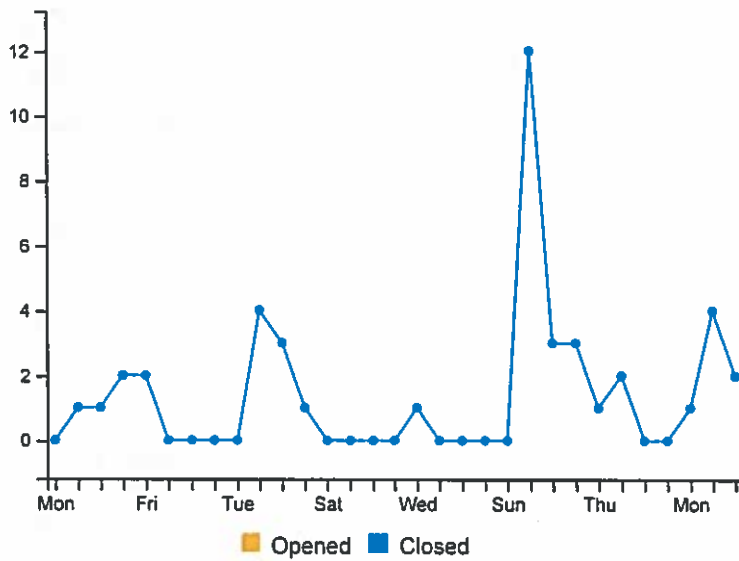
First Response Time
Average

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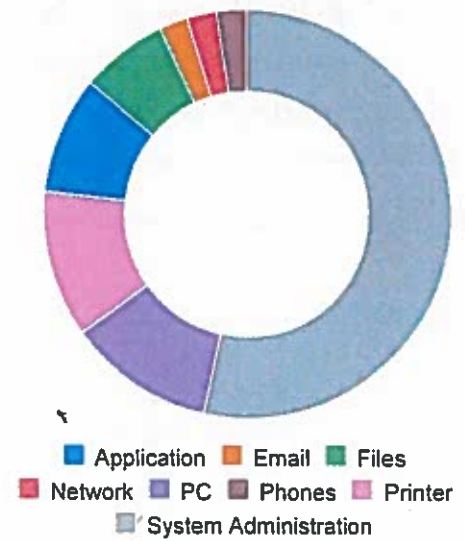
Ticket Close Time
Average

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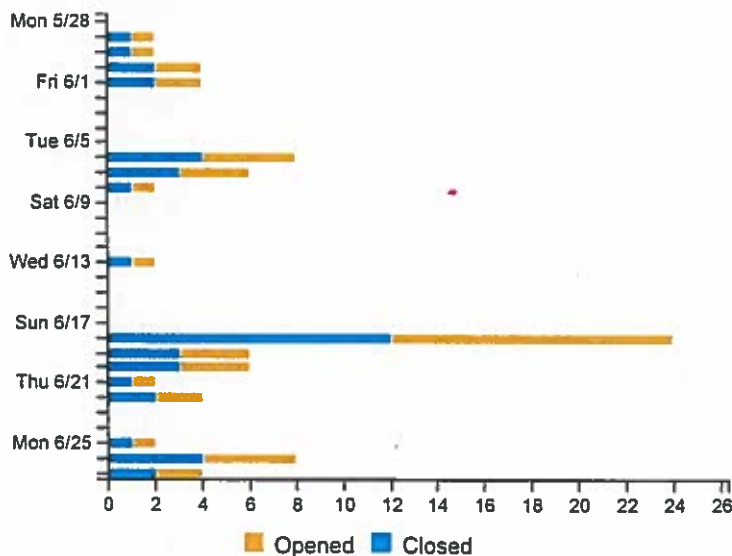
Ticket History



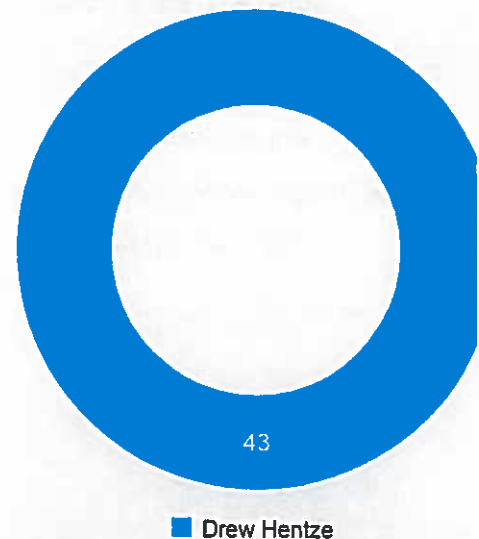
Category Breakdown



Ticket Churn



Top 5 Ticket Creators



VANCE COUNTY PLANNING & DEVELOPMENT
ACTIVITY SUMMARY REPORT
May 26, 2018 - June 25, 2018

GENERAL ACTIVITY

Type of Activity	Total Records	Fees	Value
Enforcement Cases	16	N/A	N/A
Miscellaneous Fees	14	\$43	N/A
Planning Fees	7	\$210	N/A
Zoning Permits	26	\$1,315	N/A
Board of Adjustment	0	\$0	N/A
Planning Board / Rezoning	0	\$0	N/A
Mechanical	26	\$2,309	\$256,910
Electrical	13	\$825	\$17,540
Plumbing	9	\$480	\$7,650
Water Taps	0	\$0	\$0
** Building **	69	\$20,976	\$5,576,479
TOTAL ALL ACTIVITY	180	\$26,158	\$5,858,579

*** ZONING PERMITS BREAKDOWN ***

Residential Zoning Permits	Total	Fees
Single Family Dwellings	8	\$480
Multi-Family Dwellings	0	\$0
Residential Additions	3	\$180
Commercial	0	\$0
Miscellaneous	8	\$480
Sign	0	\$0
Cell Tower	0	\$0
Perk Test Authorizations	7	\$175
Dev Permit (Kittrell)	0	\$0
TOTAL ZONING PERMITS	26	\$1,315

**** BUILDING PERMITS BREAKDOWN ****

Residential Building Permits	Total	Fees	Value
(SFR) Single Family Residential	2	\$2,342	\$465,000
(MOD) Modular	0	\$0	\$0
(SWMH) Single Wide Mobile Home	6	\$1,095	\$119,604
(DWMH) Double Wide Mobile Home	2	\$510	\$158,000
(TWMH) Triple Wide Mobile Home	0	\$0	\$0
(ADD) Addition	4	\$1,450	\$119,000
(ACC) Accessory	17	\$1,075	\$67,588
Remodel	4	\$650	\$69,481
Shingles	14	\$455	\$111,515
(Demo) Demolition	5	\$275	\$37,000
Total Residential	54	\$7,852	\$1,147,187

Commercial Building Permits

(CN) Commercial - New	1	\$10,964	\$4,271,215
(CA) Commercial - Addition	1	\$155	\$5,000
(CU) Commercial - Upfit	7	\$1,245	\$135,577
(OC) Occupancy Change	0	\$0	\$0
(FS) Fire/Safety	4	\$275	\$0
Total Commercial	13	\$12,639	\$4,411,792

Misc (Residential & Commercial) 2 \$485 \$17,500

TOTAL BUILDING PERMITS 69 \$20,976 \$5,576,479

Prepared by:
06/26/2018

Nicole Kelley

Approved by:
06/26/2018

S. L. Hyatt

Vance County Planning & Development's
Permits Issued - Building
05/26/18 to 06/25/18

Project Number	Project Description	Permit Issued Date	Short Address	Owner Name	Contractor Name	Value	Total Fees	Parcel ID
ACC - 18 - 0708	adding a 12x32 shed with electric	06/08/2018	3173 Thomas Rd.	Owen, Jr. Roger F	Owner	\$6,000.00	\$110.00	0360 02028
ACC - 18 - 0732	22x24 horse barn lean to shed	06/13/2018	19 Water Front Dr.	Hudson Anne Davis	owner	\$20,000.00	\$55.00	0600E02001
ACC - 18 - 0760	adding a 24x12 shed with a deck	06/18/2018	3546 Old Watkins Rd.	Roberson Leon Hayden Jr.	Greggory Blaine Reese II	\$14,000.00	\$65.00	0431 03002A
Building Accessory (R)								
Total Value		\$40,000.00	(Avg.: \$13,333.33)					
Total Fees		\$230.00						
Permits Issued:		3						
DECK - 18 - 0589	4x14 residential ramp	06/11/2018	33 Fern Ln.	Currin Weldon A Currin Irene	Randolph Wilson	\$500.00	\$55.00	0461C03013
DECK - 18 - 0606	adding a 20x8 porch	05/29/2018	1163 MT Pleasant Church Rd.	Markham Douglas A Markham Diane M	Clifton Burl Jackson	\$2,000.00	\$65.00	0583 01051
DECK - 18 - 0621	handi cap ramp	06/07/2018	489 Fern Ln.	Cooper Douglas Cooper Joyce	Owner	\$1,200.00	\$110.00	0461C05021
DECK - 18 - 0691	adding a 12x16	06/13/2018	6686 Raleigh Rd.	Dickerson Albert V	Owner	\$1,500.00	\$110.00	0462 04003

	deck							
DECK - 18 - 0740	build a residential ramp 10x4 onto existing masonry porch	06/11/2018	1065 Eastern Blvd.	Davis-Bailey Valerie	Randolph Wilson	\$150.00	\$55.00	0081 02009C
DECK - 18 - 0743	build a residential ramp w/landing (4'x12'ramp w/4'x6'landing)	06/11/2018	454 Cross St.	Franklin-Vance-Wan Opp. Inc	Randolph Wilson	\$250.00	\$55.00	0021 07009
DECK - 18 - 0747	residential ramp 96 sqft part of the SOS project	06/18/2018	185 Oakwood Ln.	Harris Patricia R.	Randolph Wilson	\$500.00	\$0.00	0541D01017
DECK - 18 - 0748	residential ramp 185 sq ft SOS PROJECT	06/13/2018	203 Ranes Dr.	Kingsberry Diane	Randolph Wilson	\$1,200.00	\$0.00	0046 01018
DECK - 18 - 0787	25ft ramp w/5x5 platform SOS PROJECT	06/22/2018	787 Hedrick Dr.	Henley Robert F Trustee Revocable Living Trust	Randolph Wilson	\$800.00	\$0.00	0600C01002
DECK - 18 - 0788	24ft ramp SOS PROJECT	06/22/2018	410 Bowman Ln.	Bush Karen D.	Randolph Wilson	\$800.00	\$0.00	0595D01002
DECK - 18 - 0789	35 ft ramp w/5x5 platform SOS PROJECT	06/18/2018	604 Arch St.	Jones Omega Jones Addie	Randolph Wilson	\$800.00	\$0.00	0025 14005
DECK - 18 - 0791	adding a back deick 16x24	06/18/2018	933 Eaton St.	Jeffers Rebecca	Robert Snow	\$2,287.83	\$65.00	0079 01005
DECK - 18 - 0793	adding a deck to pool and deck for hot tub	06/18/2018	123 Dogwood Trl.	Stanley Jennifer Nichole Stanley Jarrod Earl	John Coghill	\$15,000.00	\$275.00	0542A01008
DECK - 18 - 0814	repair existing ramp replace deck	06/21/2018	1604 Graham Ave.	Gospel Independent	owner	\$600.00	\$55.00	0035 01021A

	boards and handrails			Baptist Ch				
Building Accessory (R) - Deck/Ramp								
Total Value		\$27,587.83	(Avg.: \$1,970.56)					
Total Fees		\$845.00						
Permits Issued:		14						
CA - 18 - 0693	adding a 266 sqft handicap ramp	06/06/2018	334 Regional Water	United States Government	Clifton Burl Jackson	\$5,000.00	\$155.00	
Building Addition (C)								
Total Value		\$5,000.00	(Avg.: \$5,000.00)					
Total Fees		\$155.00						
Permits Issued:		1						
ADD - 18 - 0427	adding 12x40 for use as a den/dining room/office	06/20/2018	82 Vulcan Ln.	Singletary Isaiah M Singletary Joyce E	Gloria Daniel	\$15,000.00	\$355.00	0204 03001
ADD - 18 - 0536	add 21x24 multi purpose room and a 24x24 deck with 12' of that covered	06/06/2018	2044 Poplar Creek Rd.	Capps John L.	John Edwards	\$55,000.00	\$265.00	0406 01015
ADD - 18 - 0706	adding 700sqft	06/13/2018	3101 Charlie Grissom Rd.	Wilkins Edward G Wilkins Ginger	James Owen Laney	\$40,000.00	\$420.00	0485 02013
ADD - 18 - 0737	making and 626 addition to house	06/18/2018	715 Berry St.	Guardado Maria	owner	\$9,000.00	\$410.00	0088 03005
Building Addition (R)								
Total Value		\$119,000.00	(Avg.: \$29,750.00)					

Total Fees	\$1,450.00
Permits Issued:	4

SFR - 18 - 0403	SFD with 2160 heated space and 2160 basement unheated space and 200 sqft porch	06/04/2018	490 Henrys View Ln.	Bailey Allen B	Enrique Hirst	\$350,000.00	\$1,538.00	0590 02009
SFR - 18 - 0644	new SFR 1300sqft 48sqft shed	05/30/2018	304 Barclay Ln.	Carey Chapel Village Llc	Daniel Tharrington	\$115,000.00	\$804.00	0532 02040

Building New Single Family (R)

Total Value	\$465,000.00	(Avg.: \$232,500.00)
Total Fees	\$2,342.00	
Permits Issued:	2	

CN - 18 - 0336	new high school building - 32,080 sq. ft.	06/06/2018	2090 Ross Mill Rd.	Vance Charter School Inc	Kenneth Long, III	\$4,271,215.00	\$10,963.70	0213 01013
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Building Permit New (C)

Total Value	\$4,271,215.00	(Avg.: \$4,271,215.00)
Total Fees	\$10,963.70	
Permits Issued:	1	

RMODL - 18 - 0667	residential 22 ground mounted modules, gold tied 6.49 KW solar installation on existing residence	06/20/2018	436 Ber Lake Dr.	Lakernick Philip S Lakernick Frances	Michael Whitson Peter DeNicola	\$32,981.00	\$110.00	0465 01006A
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RMODL - 18 - 0707	repair to bathroom after water damage	06/05/2018	636 Parsons Ln.	Gresham Wilbur G.jr. & Doris	L. G. Bailey, Jr.	\$15,000.00	\$275.00	0435 01013
RMODL - 18 - 0712	fire fix top floor of house and ceiling of first floor 1080sqft	06/04/2018	113 Main St.	Escamilla Severiano	Owner	\$15,000.00	\$110.00	0055 07008
RMODL - 18 - 0756	change electrical service out to new breaker box and add HVAC unit & system to house	06/12/2018	1038 Pinkston St.	Marshall Mary H Heirs	Conly Strickland	\$6,500.00	\$155.00	0080 01043

Building Remodel (R)

Total Value \$69,481.00 (Avg.: \$17,370.25)

Total Fees \$650.00

Permits Issued: 4

CU - 18 - 0592	installing a new 15 KW Dc diesel generator on the existing concrete pad within the existing compound	06/01/2018	2237 Oak Ridge Church Rd.	Floyd Michael Preston	Larry Conn	\$13,000.00	\$255.00	0488 02001
CU - 18 - 0654	Commercial reroof: reroof the office of the Walmart DC with Carlisle 45ml TPO mechanically attached	05/31/2018	680 Vanco Mill Rd.	Wal-Mart Stores East Lp	W Ron Newton	\$97,645.00	\$305.00	0222 04012
CU - 18 - 0694	installing a new 15 kw DC diesel generator on the existing concrete pad with in the existing compund	06/01/2018	240 Bearpond Rd.	Stevenson Jerry Stevenson Thomas Jr	Larry Conn	\$13,000.00	\$255.00	0453 04009

CU - 18 - 0722	brick work 64 inches and 135 inches long new windows and door	06/06/2018	13674 N NC 39 Hwy.	Aldabyani Dahan H	owner	\$8,031.54	\$100.00	0319 01001
CU - 18 - 0730	add relocate fire sprinkler heads	06/06/2018	1245 Dabney Dr.	Henderson Fields Llc	Matt Johnson	\$900.00	\$110.00	0013 03046
CU - 18 - 0736	install exhaust hood	06/08/2018	2064 Vicksboro Rd.	Clarks Construction Consulting	Donald Leonard, Jr.	\$2,500.00	\$165.00	0533 03005
CU - 18 - 0779	hook up kitchen fire suppression	06/15/2018	2064 Vicksboro Rd.	Clarks Construction Consulting	Steven Wiggins	\$500.00	\$55.00	0533 03005

Building Upfit/Remodel (C)

Total Value **\$135,576.54** (Avg.: \$19,368.08)

Total Fees **\$1,245.00**

Permits Issued: **7**

DEMO - 18 - 0648	remove interior walls, ceiling and ceramic tile	06/06/2018	901 S Beckford Dr.	Bowles Eugene G Jr	Joe Lyle	\$25,000.00	\$55.00	0012 01027
DEMO - 18 - 0670	demolish residence	05/29/2018	314 Hillside Aly	Mayfield Gertrude D Heirs	Alan Faulkner	\$3,000.00	\$55.00	0092 02030
DEMO - 18 - 0815	demolish residential home	06/21/2018	309 S College St.	Vance County	Alan Faulkner	\$4,900.00	\$55.00	0025 12022
DEMO - 18 - 0816	demolish residential home	06/21/2018	515 Hilliard St.	Moorefield Charlie Mrs.heirs	Alan Faulkner	\$2,700.00	\$55.00	0091 05006
DEMO - 18 - 0817	demolish shed	06/21/2018	0 Southerland St.	Moorefield Charlie Mrs.heirs	Alan Faulkner	\$1,400.00	\$55.00	0091 05011

Demolition Permit								
Total Value		\$37,000.00	(Avg.: \$7,400.00)					
Total Fees		\$275.00						
Permits Issued:		5						
FIRA - 18 - 0689	installation of fire alarm system in mobile classroom unit	06/06/2018	906 South Carolina Ave.	Braxton J V Llc	David Arner		\$110.00	0089 02009
Fire Alarm								
Total Value		\$0.00	(Avg.: \$0.00)					
Total Fees		\$110.00						
Permits Issued:		1						
FS - 18 - 0584	fire & safety ale check	06/08/2018	385 Ruin Creek Rd.	Mundra Hotels Of Henderson Inc C/O Corelogic Commercial Tax	Gloria Daniel		\$55.00	0213 03013
Fire/Safety								
Total Value		\$0.00	(Avg.: \$0.00)					
Total Fees		\$55.00						
Permits Issued:		1						
FSDC - 18 - 0696	Annual Fire and Safety, Child care.	05/31/2018	44 Allen Rd.	Greenglo Child Care Center	Owner		\$55.00	0408 02019B
FSDC - 18 - 0818	annual fire &	06/21/2018	4727 Fairway Dr.	Hester Thomas S	owner		\$55.00	0215D01014

	safety			Jr				
Fire/Safety - Foster/Day Care								
Total Value		\$0.00	(Avg.: \$0.00)					
Total Fees		\$110.00						
Permits Issued:		2						
DWMH - 18 - 0585	2017 DWMH 52x28 w/air	06/18/2018	660 Pollyanna Rd.	Howe Todd M	James Pendergrass	\$83,000.00	\$255.00	0332C01020
DWMH - 18 - 0751	1996 dwmh 66x27	06/12/2018	295 Marigold Ln.	McMillian Monjay	owner	\$75,000.00	\$255.00	0461B02061
Manufactured Home Double Wide (R)								
Total Value		\$158,000.00	(Avg.: \$79,000.00)					
Total Fees		\$510.00						
Permits Issued:		2						
SWMH - 18 - 0607	2018 SWMH	05/29/2018	1575 S Chavis Rd.	Charles Pernell	Owner	\$39,000.00	\$210.00	0488 03003
SWMH - 18 - 0656	1993 60x14 SWmh	05/30/2018	1429 Gun Club Rd.	Burwell Goldie Heirs	TBD	\$1,700.00	\$155.00	0407 01008
SWMH - 18 - 0687	1987 66x14 Single wide mobile home	06/08/2018	70 Bill Bragg Morton Rd.	Pendergrass James	James Pendergrass	\$5,000.00	\$155.00	0613 01001
SWMH - 18 - 0704	1987 SWMH	06/04/2018	491 Hunter Rd.	Audelia Carrillo-Martinez	Johnny Hicks	\$30,000.00	\$155.00	0472a01020
SWMH - 18 - 0738	2018 56x14 swmh	06/15/2018	145 Deep Water Ln.	Hunt William Harris	Alex Parham, III	\$41,903.92	\$210.00	0578 01083

SWMH - 18 - 0800	1988 SWMH 14x76 with central air	06/20/2018	72 Flat Rock Ln.	Poythress Enterprises Llc C/O Randy Poythress	James Pendergrass	\$2,000.00	\$210.00	0541 04018
Manufactured Home Single Wide (R)								
Total Value		\$119,603.92	(Avg.: \$19,933.99)					
Total Fees		\$1,095.00						
Permits Issued:		6						
SHING - 18 - 0699	remove & replace shingles	06/01/2018	6700 N NC 39 Hwy.	Bullock Weldon Bullock Cordelia	Celso Cruz Cruz	\$4,800.00	\$65.00	0371B01008
SHING - 18 - 0703	remove & replace shingles	06/04/2018	722 Cardinal Dr.	Carey Maxine M.	John Kemp	\$5,000.00	\$65.00	0214D03004
SHING - 18 - 0713	remove and replace shingles	06/04/2018	75 Fairview Dr.	Thrift Sarah Elizabeth	Celso Cruz Cruz	\$43,000.00	\$65.00	0600B04014
SHING - 18 - 0767	remove and replace	06/14/2018	8071 N NC 39 Hwy.	Allison Thomas L	Celso Cruz Cruz	\$35,000.00	\$65.00	0364 01050
SHING - 18 - 0775	reroof house SOS PROJECT	06/14/2018	3110 Tungsten Mine Rd.	Jaynes Teresa Riggan	Randolph Wilson	\$1,500.00	\$0.00	0309 01007
SHING - 18 - 0776	reroof house SOS PROJECT	06/14/2018	975 Patton Cir.	Foster Haywood Jr	Randolph Wilson	\$1,500.00	\$0.00	0080 01026
SHING - 18 - 0777	reroof house SOS PROJECT	06/14/2018	140 Allen Rd.	Adams Columbia	Randolph Wilson	\$2,000.00	\$0.00	0408 02011A
SHING - 18 - 0782	reroof house SOS PROJECT	06/15/2018	203 S Elizabeth St.	Gooch Pattie B.	Randolph Wilson	\$1,500.00	\$0.00	0085 10013

SHING - 18 - 0783	reroof house SOS PROJECT	06/15/2018	424 Powell St.	Meadows Harry Jr Meadows Theresa Fields	Randolph Wilson	\$1,200.00	\$0.00	0096 04002
SHING - 18 - 0784	reroof house SOS PROJECT	06/15/2018	2331 Old County Home Rd.	Overby Larry	Randolph Wilson	\$1,200.00	\$0.00	0451A03001
SHING - 18 - 0785	reroof house SOS PROJECT	06/15/2018	355 MT Pleasant Church Rd.	Pendergrass Arthur Pendergrass Alice	Randolph Wilson	\$2,000.00	\$0.00	0586 01008
SHING - 18 - 0813	remove & replace shingles on roof	06/21/2018	406 Willowood Dr.	Edwards Robert O Edwards Barbara	John Kemp	\$7,314.50	\$65.00	0015 07012
SHING - 18 - 0825	remove & replace shingles	06/22/2018	1210 Walters St.	Acs Properties 1 Inc	owner	\$2,500.00	\$65.00	0051 12010
SHING - 18 - 0735	remove & replace shingles	06/08/2018	1101 Nicholas St.	Harp Beatrice P.	Luis Reys	\$3,000.00	\$65.00	0028 06001

Shingles

Total Value **\$111,514.50** (Avg.: \$7,965.32)

Total Fees **\$455.00**

Permits Issued: **14**

SIGN - 18 - 0759	to install (3) wall signs and (2) tenant panels and connect to existing power	06/18/2018	1245 Dabney Dr.	Henderson Fields Llc	Tommy Mccorkle, Jr.	\$2,500.00	\$330.00	0013 03046
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Sign Permit

Total Value **\$2,500.00** (Avg.: \$2,500.00)

Total Fees **\$330.00**

Permits Issued:

1

TEMP - 18 - 0770	install 30x40 tent for the sale of fireworks	06/18/2018	200 N Cooper Dr.	Wal-Mart Real Estate Bus.trust	Taylor Booth	\$15,000.00	\$155.00	0213 03008
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Temporary Structure Permit

Total Value	\$15,000.00	(Avg.: \$15,000.00)
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Total Fees	\$155.00
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Permits Issued:

1

TOTALS:

Square Footage:	52,085.00	(Avg.: 789.17)
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Value:	\$5,576,478.79	(Avg.: \$84,492.10)
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Total Projects:	69
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Permits Issued:	69
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Total Fees:	\$20,975.70
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Vance County Planning & Development's
Planning Activity
05/26/18 to 06/25/18

Short ID	Project Description	Project Start Date	Short Address	Owner Name	Total Fees
EXPT	Recombination, 40.94 acres on Thomas and Boyd roads.	05/30/2018	4585 Thomas Rd.	John Glen & Catherine Hobbs Dingman	\$30.00
EXPT	Recombination of lots 1-6, total 5.22 acres.	05/30/2018	4235 Jacksontown Rd.	Bumette Robert A.	\$30.00
EXPT	Recombination, .612 acre tract into existing tract. Rock Spring Church Rd.	06/11/2018	Rock Spring Church Rd.	Culbertson Charles G Culbertson Sherri Mcmillian	\$30.00
EXPT	Recombination, Vicksboro Rd, 2.10 acres total. Choplin/Owen.	06/25/2018	6094 Vicksboro Rd.	Owen Rickey A Owen Judy C	\$30.00
EXPT	Drain field easement and private access easement to property from Anderson Creek Rd.	05/31/2018	216 Anderson Creek Rd.	Neal Bobby Neal Meghan	\$30.00
EXPT	One greater than 10 acre tract, remainder 136.155 on Abbott Rd.	06/19/2018	Abbott Rd.	Abbott Road Lic A North Carolina Limited	\$30.00
EXPT	Utility Easement, BearPond Investments and City of Henderson. Martin Creek Road.	06/22/2018	851 Bearpond Rd.	Bearpond Investments	\$30.00
Plan - Plat (Exempt)					
Total Fees		\$210.00			
TOTALS:	Total Projects:	7			
	Total Fees:				\$210.00

		NORTH CAROLINA DIVISION OF VETERANS AFFAIRS																												
		ACTIVITIES REPORTING FORM																												
County/District:		Vance #6													Year	/Month	2018	JUNE												
		Correspondence Out			Request for Service (Telephone and In-Person)								Written Action Taken (claims & development)																	
					Telephone Calls & In Person	In-Person																								
Date	Name	Faxes/E-mail	Written	Other		OEI/OIF 2003-Present	Gulf War 1990-1991	Vietnam 1964 -1975	Korea 1950-1955	WWII 1941-1946	Other/Peace Time	Widow/Other	4138-development and follow-up	Compensation	DIC	Appeals - NOD; Form 9	Veteran's Pension	Widow's Pension	EVR - 21-8416	Education and Scholarships	Department of Defense	Medical	North Carolina Benefits	Presentations and briefings	Miscellaneous					
29-May	"				1			1			1													1						
30-May	"				3		2			1			1											2						
31-May	"			2	6		4						3											3						
1-Jun	"																													
4-Jun	"		1	3	3					1			1											1						
5-Jun	"		2	3	4	1	2	2	2	1			2								1	1		1						
6-Jun	"	2	3	2	4	2				2			2											2						
7-Jun	"				1	1																1								
8-Jun	"		1	1	1	1																		1						
11-Jun	"	2	2	2	2		3						2								1			1						
12-Jun	"		1	2	4		2				2													2						
13-Jun	"		2	4	6		2			2	3		2	2			1							1						
14-Jun	"				3	2	1						1											2						
15-Jun	"				4		3	2	1		1		3											1						
18-Jun	"				2		1			1														2						
19-Jun	"	1	2	2	4	1	3			1	2		1											4						
20-Jun	"				5		1		2	2	2		2											3						
21-Jun	"			1	11		5		1	1			3											8						
22-Jun	"		1		4					2			2											2						
25-Jun	"	2	2	2	5		2		1	2			1											4						
	TOTAL	7	17	24	73	5	3	31	5	7	16	11	0	26	2	0	0	1	0	0	0	2	2	0	41					

Miscellaneous

APPOINTMENTS

July 2, 2018

KARTS Board - two year term

Reappoint Krystal Harris - appointed 07/2016

Perry Library Board of Trustees - four year term

Reappoint Cynthia Walker - appointed 11/2006

Barbara Foster - appointed 07/2012

Appoint Emily Abbott to fill vacant position. See application.

**Application for Boards/Commissions/Committees
Vance County Board of Commissioners**

Please complete each section.

Full Name Emily Shaw Abbott Date of Birth 12-28-1986
Home Address 755 Tower Road Henderson, NC 27537
Home Phone (252) 432-1047

Current Employer Vance-Granville Community College
Job Title Librarian Years in current position < 1
Business Phone (252) 738-3331 Fax (252) 738-3372

Duties Assist students, faculty, & staff with academic research and general reference inquiries,
manage interlibrary loan services, collection development, create & maintain catalog records

Other employment history Franklin County Library, Duke University Libraries (internship)

It is the Board of Commissioners' goal to maintain a balance of membership on its Boards/Commissions/Committees based on race, gender and district residency.

District No. 3
Male _____ Female X
White X Black _____ Hispanic _____ Native America _____ Asian _____ Other _____

Board/Commission/Committee Applying For (list only one per form) Perry Memorial Library Board

Why are you interested in serving on this Board/Commission/Committee? I am a lifelong patron of Perry
Memorial Library and now that I am a librarian, I look forward to supporting and contributing to
the goals and mission of the library in a professional capacity.

Generally, the Board desires to broaden participation on Boards/Commissions/Committees for as much citizen involvement as possible; therefore, a goal is to limit appointees to no more than 3 Boards/Commissions/Committees. Therefore, please list any other Boards/Commissions/Committees on which you currently serve:
n/a

DO NOT SUBMIT RESUMES/ATTACHMENTS

Interests/Skills/Areas of Expertise/Professional Organizations/Activities:

North Carolina Library Association, member

Society of North Carolina Archivists, member (presenter, 2017 Annual Conference, Asheville, NC)

North Carolina Public Librarian Certification, in progress

Affirmation of Eligibility:

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you?

Yes _____ No ☒ _____ If yes, please explain disposition: _____

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Board of Commissioners? Yes _____ No ☒ _____ If yes, please explain: _____

I understand that any situation which may arise to cause conflict of interest may create serious ethical or legal implications if appropriate discretion is not exercised or responsible action is not taken.

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein as deemed appropriate. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any Board/Commission/Committee. I understand regular attendance to any Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less than the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee.

Signature: Emily Shaw Abbott

Date: 2/27/2018

Form is invalid if not signed and dated.

Return completed form to:

Kelly H. Grissom
County Commissioners' Office
122 Young Street, Suite B
Henderson, NC 27536
Phone: (252)738-2003 Fax: (252) 738-2039



Designation of Voting Delegate to NCACC Annual Conference

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the 111th Annual Conference of the North Carolina Association of County Commissioners to be held in Catawba County, N.C., on August 23-25, 2018.

Signed: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Alisa Cobb by: **12 Noon on Friday, August 17, 2018:**

NCACC
353 E. Six Forks Road, Suite 300
Raleigh, NC 27609
Fax: (919) 733-1065
Email: alisa.cobb@ncacc.org
Phone: (919) 715-2685